



COPY

OF Ordinances made by His Honour the Lieutenant-Governor and Council of the North-West Territories, on the 22nd March, 1877, submitted for the information of the Honourable the House of Commons, as directed by Section 7, sub-Section 3, of "The North-West Territories Act, 1877."

DAVID MILLS,

Minister of the Interior.

DEPARTMENT OF THE INTERIOR,

OTTAWA, 11th March, 1878.

(No. 1 of 1877.)

AN ORDINANCE RESPECTING THE ORDINANCES OF THE NORTH-WEST TERRITORIES.

[*Passed 22nd March, 1877.*]

Be it enacted by the Lieutenant Governor of the North-West Territories, by and with the advice and consent of the Council thereof, as follows:—

The following words inserted in the preamble of Ordinances shall indicate the authority by virtue of which they are passed: "Be it" (and when preceded by other words, "Be it therefore") enacted by the Lieutenant Governor of the North-West Territories by and with the advice and consent of the Council thereof, as follows:—

2. The Clerk of the Council of the North-West Territories shall endorse on every Ordinance immediately after the title thereof, the day, month and year when the same was passed by the Lieutenant Governor and Council, and such endorsement shall be taken as part of the ordinance, and the date of such passing shall be the date of the commencement of the ordinance of no later commencement be therein provided.

3. In case any Ordinance be disallowed by the Governor General, the Clerk aforesaid, for convenience of reference, shall insert at the foot of the original thereof, in his custody, the day, month and year when such disallowance took effect.

4. In construing this or any other Ordinance of the Lieutenant Governor and Council of the North-West Territories, unless it be otherwise provided, or there be something in the context, or other provisions thereof, indicating a different meaning, or calling for a different construction:—

(1.) The law is to be considered as always speaking, and whenever any matter or thing is expressed in the present tense, the same is to be applied to the circumstances as they arise, so that effect may be given to each ordinance and every part thereof, according to its spirit, true intent and meaning;

(2.) The word "shall" is to be construed as imperative, and the word "may" as permissive;

(3.) Whenever the word "herein" is used in any section of an Ordinance it is to be understood to relate to the whole Ordinance and not to that section only.

4. Subject to the limitations in the next preceding section of this Ordinance, in every Ordinance to which this ordinance applies.

(1.) The words "Her Majesty," "The Queen" or "the Crown" shall mean the Reigning Sovereign of the United Kingdom of Great Britain and Ireland;

(2.) The words "Lieutenant Governor" shall mean the Lieutenant Governor for the time being, of the North-West Territories, or other, the Chief Officer or Administrator for the time being, carrying on the Government of the North-West Territories, by whatever title he is designated;

(3.) The words "Lieutenant-Governor in Council," shall mean the Lieutenant Governor or person administering the Government of the North-West Territories for the time being, acting by and with the advice of the Council thereof;

(4.) The name commonly applied to any country, province, territory, place, body, corporation, society, officer, functionary, person, party, or thing shall mean such country, province, territory, place, body, corporation, society, officer, functionary, person, party or thing although such name be not the formal and extended designation thereof;

(5.) Words importing the singular number or the masculine gender only, shall include more persons, parties or things of the same kind than one, and females as well as males and the converse;

(6.) The word "person" shall include any body corporate or politic, or party and the heirs, executors, administrators, or other legal representatives of such person to whom the context can apply according to law;

(7.) The words "writing," "written," or any term of like import shall include words printed, painted, engraved, lithographed, or otherwise traced or copied,

(8.) The word "now" or "next," shall be construed as having reference to the time the ordinance was passed;

(9.) The word "month," shall mean a calendar month;

(10.) The words "holiday" or "legal holiday," shall include Sundays, New Year's Day, Ash Wednesday, Good Friday, Corpus Christi, the first day of July, or Dominion Day and Christmas Day, the day appointed for the celebration of the birthday of the Reigning Sovereign, and any day appointed by proclamation for a General Fast or Thanksgiving;

(11.) The word "Oath," shall be construed as meaning a solemn affirmation, whenever the context applies to any person and case by whom, and in which a solemn affirmation or declaration may be made instead of an oath, and in like cases the word "sworn," shall include the words "affirmed" or "declared";

(12.) Any duty, penalty, or sum of money, or the proceeds of any forfeiture which is by an ordinance created, shall, if no other provision be made respecting it, be paid to the Lieutenant Governor or to such other person as the Lieutenant Governor in Council may from time to time direct, to form part of the revenue of the Territories, and be accounted for and dealt with accordingly;

(13.) The word "Magistrate" shall mean a Justice of the Peace, and the words "two Justices" shall mean two or more Justices of the Peace assembled or acting together, having jurisdiction as such in the Territories, and whenever power is given to any person, officer or functionary to do or to enforce the doing of any act or thing, all such powers shall be understood to be also given as are necessary to enable such person, officer or functionary to do or enforce the doing of such act or thing.

(14.) Words authorizing the appointment of any public officer, functionary or any deputy shall include the power of removing him, re-appointing him, or appointing another in his stead, in the discretion of the authority in whom the power of appointment is vested;

(15.) Words directing or empowering a public officer or functionary to do any act or thing, or otherwise applying to him by his name of office, shall include his successor to such office, and his or their lawful deputy;

(16.) All officers now appointed or hereafter to be appointed by the Lieutenant Governor, or the Lieutenant Governor in Council, shall remain in office during pleasure only;

(17.) Where in any Ordinance forms are prescribed, slight deviations therefrom not affecting the substance, or calculated to mislead, shall not vitiate them;

(18.) When power to make by-laws, regulations, rules or order is conferred, it shall include the power to alter or revoke the same and make others;

(19.) Every Ordinance shall be so construed as to reserve to the Lieutenant Governor and Council the power at any time of repealing or amending it, and of revoking, restricting or modifying any power, privilege or advantage thereby vested in or granted to any person or party, wherever such repeal, amendment, revocation, restriction or modification is deemed by the Lieutenant Governor and Council to be required for the public good;

(20.) When any act or thing is required to be done by more than two persons, a majority of them may do it;

(21.) The repeal of an Ordinance at any time shall not affect any act done, or any right or right of action existing, accruing, accrued or established, or any proceedings commenced before the time such repeal shall take effect; but the proceedings in such case shall be conformable to the repealing Ordinance;

(22.) No offence committed, penalty or forfeiture incurred, or proceeding pending under any Ordinance at any time repealed, shall be affected by such repeal, except that such proceedings shall be conformable, when necessary, to the repealing Ordinance, and where any penalty, forfeiture or punishment shall have been mitigated by any of the provisions of the repealing Ordinances, such proceedings shall be extended and applied to any judgment to be pronounced after such repeal;

(23.) All securities given by parties appointed under any Ordinance at any time passed and repealed, shall not be affected thereby, but remain in full force, and all offices, establishments, books, papers, and other things made or used under any repealed ordinance, shall continue as before the repeal;

(24.) Where, by any ordinance, a fine, penalty or forfeiture be imposed for any offence against the said Ordinance, and it be expressed therein, that prosecutions for any such offence may be had in a summary way (or words to that effect) such expression shall (subject to any special powers in the said ordinance) mean that the prosecutions referred to may be had, and the proceedings thereon taken and conducted under and by virtue of the Act of Parliament of Canada made and passed in the thirty-second and thirty-third years of Her Majesty's reign, intituled: "An Act respecting duties of Justices of the Peace out of sessions in relation to Summary Convictions and Orders," in so far as the same has been or may hereafter be brought into force in, and made applicable to the North-West Territories.

5. All Ordinances passed by the Lieutenant-Governor in Council and the North West Territories, shall be, and continue to remain, of record in the custody of the Clerk of the said Council.

6. The Clerk of the Council shall affix the seal of the Territories to certified copies of all Ordinances intended for the Governor General and for the Registrar of the Territories, or required to be produced before Courts of Justice, and in any other case in which the Lieutenant Governor may direct; and such copies so certified shall be held to be duplicate originals, and also to be evidence, as if printed by lawful authority of such Ordinances and of their contents.

7. The Clerk of the Council shall furnish a certified copy of every Ordinance passed by the Lieutenant Governor and Council to the Registrar of the Territories to be by the said Registrar placed and kept of record in his office, and the said clerk shall also furnish a certified copy of any Ordinance so passed to any person applying for the same, upon receiving from such person such fee, not exceeding ten cents for every hundred words, as the Lieutenant Governor may from time to time direct.

8. The Clerk of the Council shall insert, at the foot of every such copy so required to be certified, a written certificate, duly signed and authenticated by him, to the effect that it is a true copy of the Ordinance passed by the Lieutenant Governor and Council of the North-West Territories on the _____ day of _____ A. D.

(and in case of any Ordinance disallowed by His Excellency after it came

into force,) but disallowed by the Governor General, which disallowance took effect on the day of A. D.

9. This Ordinance may be cited as the "Interpretation Ordinance."

A true copy of Ordinance passed by the Lieutenant-Governor and Council of the North-West Territories on the 22nd day of March A. D., 1877, which I certify.

(Signed)

A. E. FORGET,
Clerk of Council. N. W. T.

No. 2 of 1877.

AN ORDINANCE RESPECTING THE REGISTRATION OF DEEDS AND
OTHER INSTRUMENTS AFFECTING LANDS IN THE NORTH
WEST TERRITORIES.

[Passed 22nd March, 1877.]

Be it enacted by the Lieutenant Governor of the North-West Territories, by and with the advice and consent of the Council thereof, as follows:—

1. In the construction of this Ordinance, the word "instrument" shall include every deed, conveyance, mortgage, assignment of mortgage, certificate of discharge of mortgage, assurance, bond, lease, release, discharge, letters of attorney, will, probate of will, grant of administration with the will annexed, or exemplification thereof, decree of foreclose, and every other certificate or decree of any Court on its equity side affecting any interest in or title to land, also every Sheriff's deed of land sold by virtue of his office, and every contract in writing, and every other instrument whereby lands or real estate in the North-West Territories may be transferred, disposed of, charged, incumbered, or affected, the word "land" shall include lands, tenements, hereditaments, appurtenances and real estate; the word "will" shall include probate of will and exemplification, or notarial copies of probate of will and letters of administration with the will annexed, and any devise whereby lands are disposed of or affected.

REGISTRAR.

2. The Registrar, before he enters upon the duties of his office, shall before the Lieutenant Governor or before a Stipendiary Magistrate for the North-West Territories, take the Oath given in the Form marked "A" in the Appendix to this ordinance, and such oath shall be registered in the registry of his office, and the original forthwith transmitted to the Lieutenant-Governor.

3. The Registrar shall be liable to any aggrieved person or persons to indemnify him or them against any loss or damage sustained by him or them, by or through the neglect or misconduct of the Registrar or his Deputy in the performance of the duties of his office.

4. In case the Registrar is removed from, or shall resign his office, he shall forthwith deliver up all books, plans, instruments, and indices in his possession as such Registrar, to the person who is appointed Registrar in his stead, or to any other person who may be specially appointed in writing by the Lieutenant-Governor to receive the same; and if such Registrar refuses to do so, the Lieutenant-Governor may direct the Sheriff or some other Peace Officer of the North-West Territories, to seize and take immediate possession of the same wheresoever found, and the Registrar so offending shall be liable, on conviction before a Judge or Stipendiary Magistrate, to a fine not exceeding one hundred dollars, or to a term of imprisonment not exceeding six months.

5. The Registrar may appoint a Deputy in his office, who may perform all the duties required under this ordinance, in the same manner and to the like effect as if done by the Registrar; such appointment to be in writing, under the hand of the Registrar, and in case of the death, resignation, removal or forfeiture of office of

the Registrar, the Deputy Registrar shall do and perform all and every act, matter and thing necessary for the due execution of the said office until a new appointment of Registrar is made.

6. Every Deputy-Registrar, before he enters on the execution of his office, shall, before the Lieutenant Governor or a Stipendiary Magistrate for the North-West Territories, take an oath to the like effect appointed to be taken by the Registrar, such oath to be registered and transmitted to the Lieutenant Governor.

7. No Registrar or Deputy-Registrar or Clerk in his office shall, directly or indirectly, act as the agent of any corporation, society, company, person or persons investing money and taking securities on real estate within the North-West Territories, nor shall such Registrar or Deputy Registrar or Clerk in the office, advise for fee or reward, or otherwise, upon titles of land, or practice as a conveyancer within the North-West Territories, nor shall he carry on or transact within the registry office, any other business or occupation whatever.

8. The Registrar shall have a seal of office, to be approved by the Lieutenant Governor, and on request of any person or persons, body, corporate or otherwise, shall furnish an exemplification or certified copy under his hand and seal of office, of any instrument deposited, registered or filed and kept in his office as such Registrar, which exemplification or certified copy shall be received as *prima facie* evidence in any court or sittings thereof, in the North-West Territories, in the same manner and with the same effect as if the original thereof, in his office, was produced; and the Registrar or Deputy-Registrar, shall not take any instrument, paper, or book in his custody, as a public functionary, out of the office for any purpose whatever, unless ordered by a Judge or Stipendiary Magistrate for the North-West Territories, to produce the same in court on the trial of some cause.

9. The Registrar, on receiving from the Surveyor-General copies of plans and maps of original survey, shall place the same on file in his office.

10. The Registrar shall not be compelled to register any instrument, make searches, or abstracts, or do any other official act, unless the fees authorized by this Ordinance are first paid to him.

11. The Registrar shall keep a separate book in which he shall enter, from day to day, all fees and emoluments received by him by virtue of his office, showing separately the sums received for registering each instrument, and for searches, and for extracts or copies.

12. The Registrar or his Deputy shall, for the discharge of all duties belonging to the said office, attend at his office from the hour of ten in the forenoon until three in the afternoon, every day in the year, excepting legal holidays, and no instrument shall be received by him for registration on any such holidays, nor shall any instrument be received for registration by him except within the hours above named.

13. The Registrar shall, when required, make searches, and furnish copies and abstracts of or concerning all instruments registered mentioning any lot of land as described in the patent thereof from the Crown, or any lot described by number or letter on any registered map or plan, subsequent to the registration of such map or plan, or any part of a lot, when the same is clearly described and can be identified in connection with the chain of title, or has been ascertained by actual survey, and of and concerning all wills, deeds, orders or other instruments recorded, as may be requested of him in writing, if a writing be demanded by the Registrar, and he shall exhibit the original registered instruments, and also the books of the office relating thereto, when the party desires to make a personal inspection thereof, and shall give certificates of all copies and extracts under his hand of and concerning the parties to any of such documents, or of the witness to the same, or any other particulars which may be required.

BOOKS OF OFFICE.

14. The Registrar shall keep a proper registry book, in which shall be recorded all instruments, other than those referred to in section sixteen of this ordinance, and in which book shall also be kept an alphabetical index of names, exhibiting in columns

the number of each instrument, the name of the different granters and the names of the grantees according to the form B in the appendix to this ordinance, the size and description of which book shall be subject to the approval of the Lieutenant Governor.

15. The Registrar shall, in a proper book kept for the purpose, and called the "Abstract Index," enter under a separate and distinct head each separate lot, or part of a lot of land as originally patented by the Crown, or as defined on any plan of the sub-division of any such land into smaller sections or lots after such plan shall have been filed in the registry office, mentioning any such parcel or lot of land or other sub-division, and the names of all persons to each instrument, and the nature of it (such as a "Will," "Grant," "Lease," "Power of Attorney,") the numbers of registration of all such instruments, and the day, month and year of their registry, and the consideration, or mortgage money mentioned therein, shall, by the Registrar, in addition to all other entries required, be entered in regular order and rotation under the proper heading of each such separate parcel or lot of land mentioned in such instrument, and the book or books to be so kept by the Registrar for the purpose of making the said entries, shall be in the form or nearly so of form C in the appendix hereto, and the number of books to be so kept by the Registrar, as well as their size and description, shall be subject to the approval of the Lieutenant-Governor.

16. The Registrar shall also keep a general registry book, in which shall be recorded all wills and instruments in which there is general devise, conveyance, or power affecting lands without local description and in which book an alphabetical index of the names of all the parties mentioned by name in such instruments, shall also be kept.

HOW REGISTERED.

17. Grants from the Crown shall be registered by the production thereof to the Registrar, with a true copy thereof, such copy to be filed with the Registrar, and all other instruments, excepting Wills, shall be registered by the deposit of the original instrument, or by the deposit of a duplicate or other original part thereof with all the necessary affidavits.

18. Every Will shall be registered at full length by the production of the original Will and the deposit of a copy thereof, with an affidavit sworn to by one of the witnesses to the Will, proving the due execution thereof by the testator, or by the production of probate or letters of administration with the Will annexed, or an exemplification thereof, under the Seal of any Court in the North-West Territories or in Great Britain and Ireland or in any British Province, Colony, or Possession, having jurisdiction therein, and by the deposit of a copy of such probate, letters of administration or exemplification thereof.

19. In the case of an instrument other than a Will, a subscribing witness to such instrument shall in an affidavit setting forth his name, place of residence and addition or calling in full, swear to the following facts:—

- (1.) To the execution of the original and duplicate, if any there be;
- (2.) To the place of execution;
- (3.) That he knew the parties to such instrument, if such be the fact; or, that he knew such one or more of them according to the fact;
- (4.) That he is a subscribing witness thereto.

20. The said affidavit shall be in accordance with form D in the appendix hereto, or to the like effect, and shall be made on the said instrument or securely attached thereto, and such instrument and affidavit shall be copied at full length in the registry book.

21. When any instrument is executed by one or more grantors, but not by all of them, in presence of the same witness or witnesses, and by one or more of the other parties thereto in presence of another witness or other witnesses, then and in such case the witness or one of the witnesses whether the same be so executed in the same or in different places, shall make an affidavit in accordance with the nineteenth Section, as to each separate and distinct execution of the instrument before the same shall be registered.

22. Every affidavit made under the authority of this Ordinance shall be made before any of the following persons :—

- (1). If made in the North-West Territories, it shall be made before—
The Registrar or Deputy-Registrar of the North-West Territories ;
Or, before a Stipendiary Magistrate of the North-West Territories ;
Or, before a Justice of the Peace for the North-West Territories.

- (2). If made in any other part of the Dominion of Canada, it shall be made before—

A Judge or Prothonotary of any Court of Record ;
Or, before a Commissioner for taking affidavits in any such court ;
Or, before any Notary Public, certified under his official seal.

- (3). If made in Great Britain or Ireland, or in any British Colony or Possession other than Canada, it shall be made before—

A Judge of any court of record within his jurisdiction ;
Or, before the Mayor or Chief Magistrate of any city, borough or town corporate therein, and certified under the common seal of such city, borough or town corporate.
Or, before any Notary Public, certified under his Official Seal.

- (4). If made in any foreign country it shall be made before—

The Mayor of any city, borough or town corporate, and certified under the Common Seal of such city, borough or town corporate.

Or, before any Consul or Vice-Consul of Her Majesty resident therein ;

Or, before a Judge of a court of record or a Notary Public, certified under his Official Seal.

23. Every notarial copy of any instrument executed in the Province of Quebec, the original of which is filed in any notarial office according to the laws of Quebec, and which cannot therefore be produced in the North-West Territories, and every prothonotarial copy of any instrument executed in said Province, shall be received in lieu of and as *prima facie* evidence of the original instrument, and may be registered and treated under this ordinance for all purposes as if it were in fact the original instrument, and such notarial and prothonotarial copy shall be registered without any other proof of the execution of the same or of the original thereof, with the seal of the notary or prothonotary attached.

24. Every subscribing witness shall be compelled, when necessary, by order of a Judge or Stipendiary Magistrate, to make affidavit or proof of the execution of any instrument for the purpose of registration under this ordinance, and to do all other acts necessary for the same purpose, upon being paid or duly tendered his reasonable expenses therefor.

25. The proof may be either by affidavit or by affirmation or declaration, when by the law of the country where such proof is made, an affirmation or declaration may be substituted for an affidavit, and the Registrar shall receive such instruments so proved without any other or further proof of their due execution.

26. None of the persons authorized to take affidavits by this Ordinance, shall take any affidavit of the execution of any instrument in case he is a party to such instrument, nor shall any such affidavit of the proof of any instrument executed hereafter, be taken from any witness unless such witness has subscribed his name in his own handwriting as such witness.

27. When the witnesses to any instrument are dead or are out of the North-West Territories, any person who is or claims to be interested in the registration of the instrument, may make proof before any Judge or Stipendiary Magistrate for the North-West Territories of the execution of such instrument and upon a certificate endorsed on such instrument and signed by such Judge or Stipendiary Magistrate that he is satisfied by the proof adduced of the due execution of the instrument, the Registrar shall register such instrument and certificate, (such certificate to be in the form E in the appendix hereto.)

28. The Seal of any Court of Record or of any corporation affixed to any instrument in writing shall, of itself, with the signature of the Secretary or presiding officer thereof, be sufficient evidence of the due execution of the same by such

corporation, or by the Judge, Registrar, Clerk or officer of the court signing the same, for all purposes respecting the registration thereof, and no further evidence or verification of such execution shall be required for the purpose of registry.

29. When a power of attorney or any substitution thereof is registered, the Registrar shall deliver a certified copy or copies of such power or substitution as may be required of him, and of all the documents aforesaid connected with, or relating to, the same, under his signature and seal of office, in which certificate he shall declare the time, place and other particulars of registration as in other cases under this ordinance, and he shall also declare that the copy which he so delivers, is a true copy of the power or substitution, and of all the other documents connected with, or relating to, the same, of which they respectively purport to be copies, and that the originals have been duly deposited in his office according to law.

MANNER OF REGISTRATION.

30. All documents that may be registered under this Ordinance shall be registered at full length, including every certificate and affidavit accompanying the same, upon and by the delivery to the Registrar of the original instrument, when but one is executed, or when such instrument is in two or more original parts, upon and by the delivery of one of such parts.

31. In case one of two or more original parts is registered, the Registrar shall endorse upon each of such original parts a certificate of such registration in the form marked F in the appendix to this ordinance, and such original so certified shall be received as *prima facie* evidence of the registration and of the due execution of the same.

32. The Registrar or Deputy-Registrar shall, upon production to him of the original instrument, duplicate or other original part thereof, together with an affidavit of execution, enter the said instrument in the registry book in the order in which it is received, and he shall file the same with such affidavit of execution, and he shall endorse a certificate on every such instrument in the form F in the appendix to the Ordinance, and shall therein mention the certain year, month, day, hour and minute, in which such instrument is entered and registered, expressing also in what book the same has been entered, and the number of registration, and the said Registrar or his Deputy shall sign the said certificate when so endorsed, which certificate shall be taken and allowed as evidence of such respective registries in all Courts of Law in the North-West Territories.

33. Every page of the registry book, and every instrument entered therein shall be numbered, and the certain year, month, day, hour and minute of registration shall be entered in the margin of the registry books, in the form G in the said appendix; and such entry shall be signed by the Registrar or his Deputy and shall also be endorsed upon every duplicate of such instrument with the number at the head.

34. All deeds of land sold under process issued from any court of law in the North-West Territories, shall be registered within six months after the sale of such lands, otherwise the parties respectively claiming under any of such sales, shall not be deemed to have preserved their priority as against a purchaser in good faith, who may have registered his deed prior to the registration of such deed from the Sheriff or other officer.

35. When any registered mortgage shall have been satisfied, the Registrar on receiving a certificate executed by the mortgagee, or if the mortgage has been assigned and such assignment registered then executed by such assignee, or by such other person as may be entitled by law to receive the money and to discharge such mortgage in the form H in the appendix hereto, or to the like effect, executed in the presence of one witness, and duly proven by the oath of the subscribing witness thereto, in the same manner as herein provided for the proof of other instruments affecting lands, shall register the same, and every affidavit attached thereto or endorsed thereon, at full length in its proper order, in the registry book, and numbering it in like manner as other instruments are required to be registered and numbered, and also by writing in the margin of the register wherein the said

mortgage has been registered, words to the following effect: "see certificate purporting to be discharge assigned by (naming the person who has executed the same)" and "see registry number of such certificate Book (stating the same according to the fact)," and to which marginal entry the Registrar or his Deputy shall affix his name, and the same shall be deemed a discharge of such mortgage, and such certificate so registered shall be as valid and effectual in law as a release of such mortgage, and as a conveyance to the mortgagor, his heirs, executors, administrators or assigns, or any person lawfully claiming by, through, or under him or them, of the original estate of the mortgagor.

36. In case the mortgagee or any assignee of the mortgagee desires to release or discharge part only of the lands contained in such mortgage, or to release or discharge only part of the money specified in the mortgage, he may do so by deed, or by a certificate to be made, executed, proven and registered in the same manner as in cases where the whole lands and mortgage are wholly released and discharged; and such deed or certificate shall contain as precise a description of the portion of lands so released or discharged, as would be necessary to be contained in an instrument of conveyance for registry under this Ordinance, and also a precise statement of the amount or particular sum or sums so released or discharged.

37. Every certificate of payment or discharge of the mortgage, or of the conditions therein, or of the lands, or of any part of the same, or of any part of the money, by the mortgagee, or his assignee, his heirs, executors, administrators or assigns, or any one of them, at whatsoever time given, and whether before or after the time limited by the mortgage for payment or performance, shall be valid, if in conformity with this Ordinance, to all intents and purposes whatsoever, as herein mentioned.

EFFECT OF REGISTERING OR OMITTING TO REGISTER.

38. After any grant from the Crown, of lands in the North-West Territories, and Letters Patent issued therefor, every instrument affecting the lands or any part thereof comprised in such grant, shall be adjudged fraudulent and void against any subsequent purchaser or mortgagee for valuable consideration, unless such instrument is registered in the manner herein directed before the registering of the instrument, under which such subsequent purchaser or mortgagee may claim.

39. All Wills, or the probates thereof registered within the space of twelve months next after the death of the deviser, testator or testatrix, shall be as valid and effectual against subsequent purchasers and mortgagees, as if the same had been registered immediately after such death, and in case the devisee or person interested in the lands devised in any such Will, is disabled from registering the same within the said time, by reason of the contesting of such will, or by any other inevitable difficulty, without his or her wilful neglect or default, then the registration of the same within the space of twelve months next after his or her attainment of such Will or probate thereof, or the removal of the impediment aforesaid, shall be sufficient registration within the meaning of this Ordinance.

40. The registry of any instrument under this Ordinance shall constitute notice of such instrument to all persons claiming any interest in such lands subsequent to such registry.

41. Priority of registration shall in all cases prevail, unless before such prior registration there shall have been actual notice of the prior instrument by the party claiming under the prior registration.

42. No equitable lien, charge or interest affecting land shall be deemed valid in any Court in the North-West Territories as against a registered instrument executed by the same party, his heirs or assigns, and tacking shall not be allowed in any case to prevail against the provisions of this ordinance.

43. This Ordinance shall not extend to any lease for a term not exceeding seven years, where the actual possession goeth along with the lease; but it shall extend to every lease for a longer term than seven years.

FEES TO BE EXACTED BY THE REGISTRAR.

44. The Registrar shall exact the following fees, and no more :—

(1.) For the necessary entries and certificates in registering every instrument other than those hereinafter specially provided for, including among such certificates the certificate on the duplicate, if any, one dollar; and for registering every instrument, other than those hereinafter specially provided for, two dollars; but in case the said instrument exceeds seven hundred words, then at the rate of twenty-five cents for every additional one hundred words, or the fractional part thereof.

(2.) For searching the registry books and indices relating to the title of any lot, or part of a lot of land as originally patented by the Crown, or as afterwards subdivided into smaller lots shewn by any registered map or plan thereof, when not exceeding four references, fifty cents, and ten cents for every additional reference..

(3.) For every abstract of title to any specific parcel of land certified by the Registrar containing such particulars as to any number of the registered instrument affecting such parcel of land as the party searching shall require, fifty cents; and when such abstract exceeds one hundred words, twenty-five cents for every additional hundred words or fractional part thereof; and for copies of instruments, when required, twenty-five cents for each hundred words.

(4.) For each certificate furnished by the Registrar, except those made under sub-sections one and three of this section, fifty cents.

(5.) For registration of any plan of town or village lots, including all necessary entries connected therewith, two dollars.

(6.) For exhibiting in the office each original registered instrument, including search for the same, twenty-five cents;

(7.) For registering each certificate of payment of mortgage money, and every other certificate, including all entries and certificates thereof, one dollar.

45. The Registrar shall keep posted up in some conspicuous place in his office a schedule of the fees and charges authorized under this ordinance.

MISCELLANEOUS PROVISIONS.

46. The Lieutenant-Governor in Council, when he deems it necessary, may require a Stipendiary Magistrate, or some fit person, to visit the the registry office and to enquire into the condition of the office and the registers, books, indices and all other documents and papers therein appertaining to the office, and to ascertain whether the provisions of this ordinance are executed, of which visit, a report in writing shall be laid before the Lieutenant-Governor in Council.

47. Whenever any land granted by the Crown has been surveyed or subdivided into town, park or village lots, the person, corporation, or company making such survey or sub-division shall within three months from the date of every such survey or sub-division, lodge with the Registrar a plan or map of the same, shewing the number of the township or town lots and range or section, the numbers or letters of town or village lots and names of streets, the measurement and magnetic bearings of each lot on a scale of not less than one inch to every four chains, and shewing thereon all roads, streets, lots and commons within the same, with the courses and widths thereof respectively, and the width and length of all lots, and the courses of all division lines between the respective lots within the same, together with such information as will shew the part of section, township and range wherein the same is situate, and every such map or plan shall be certified by some duly qualified Dominion Land Surveyor in the form I of the appendix hereto, and thenceforth the Registrar shall keep an index of the lands described and designated by any number or letter on such map or plan, by the name by which such person, corporation or company designates the same; and all instruments affecting the land or any part thereof, executed after such plan, shall conform thereto, otherwise the same shall not be registered, and in case of refusal by such person, corporation or company, for two months after demand in writing for that purpose to lodge the said plan or map when required by any person interested therein so to do, he or they shall incur a penalty

of twenty dollars for each and every calendar month the said map or plan remains unregistered, which penalty may be recovered by any person complaining in any Court having jurisdiction, in like manner as a common debt.

48. In no case shall any plan or survey, although fyled and registered, be binding on the person so fyling or registering the same, or upon any other person, unless a sale has been made according to such plan or survey, and in all cases amendments or alterations of any such plan or survey may be ordered to be made at the instance of the person fyling or registering the same, by any Judge or Stipendiary Magistrate for the North-West Territories, if on application duly made for the purposes, and upon hearing all the parties concerned, it shall be thought fit and just so to order, and upon such terms and conditions as to costs and otherwise as may be deemed expedient.

49. This Ordinance may be cited as the "Registration of Titles Ordinance."

50. The following is the Appendix, and contains the forms referred to in the foregoing sections of this Ordinance.

A true copy of ordinance passed by the Lieutenant-Governor and Council of the North-West Territories on the 22nd day of March A.D., 1877, which I certify.

(Signed)

A. E. FORGET,
C. C., N. W. T.

FORM A.

Referred to in the Second Section of this Ordinance.

NORTH-WEST TERRITORIES. }
To Wit:

I, (name and describe deponent) having been appointed to the office of Registrar, in and for the North-West Territories, do swear that I will well, truly and faithfully perform and execute all duties required of me, by law, pertaining to the said office, so long as I continue therein.

Sworn before me at the day of A.D., 18

FORM B.

ALPHABETICAL INDEX referred to in 14th Section of this Ordinance.

No. of Instrument.	Grantor.	Grantee.	No. of Instrument.	Grantee.	Grantor.
1,011	Abbott, George.....	Black, John	1,029	Appleton, James...	Buck, Peter.
1,015	Allen, William	Cook, Edward	1,039	Angus, Robert.....	Coons, Joseph.
1,017	Anderson, James....	Smith, Thomas	1,356	Anson, William.....	Walko, James.
	B.			B.	
1,004	Bernard, John.....	Green, Edward	1,011	Buck, John	Abbott, George.
1,020	Burns, Robert.....	Cassels, George.....	1,070	Benson, Jessie	Crooks, Nelson..
	C.			C.	
1,039	Coones, Joseph.....	Angus, Robert.....	1,015	Cook, Edward.....	Allan, William.
1,048	Coffee, Richard.....	Ingram Benjamin	1,020	Cassels, George....	Burns, Robert.

FORM C.

REFERRED to in the 15th Section of this Ordinance.—N.E. $\frac{1}{4}$ Section 36, Township 10, Range 3, West of Principal Meridian.

1.	2.	3.	4.	5.	6.	7.	8.	9.
No. of Instruments.	Instruments	Its date.	Date of Registry.	Grantor.	Grantee.	Quantity of Land.	Consideration of Amount of Mortgage.	Remarks.
.....	Patent.. ..	21st Feb., 1820..	Crown.....	John Jones	All.		
54	B. & S.	10th Jan., 1835..	11th Jan., 1835..	David Brown and Wife...	George Smith	N. $\frac{1}{2}$.		
72	do	30th May, 1830..	15th May, 1838..	John Jones and Wife	David Brown.....	N. $\frac{1}{2}$.		
460	do	23rd June, 1840..	23rd June, 1840..	George Smith	George Gates.....	N. $\frac{1}{2}$.		
461	M.....	23rd June, 1840..	23rd June, 1840..	George Gates and Wife ..	George Smith	N. $\frac{1}{2}$.	\$500.	
490	B. & S.	20th Oct., 1841..	20th Oct., 1841..	John Jones and Wife.....	George Gates.....	S. $\frac{1}{2}$.		
1,009	D. M.	23rd June, 1842..	1st July, 1842....	George Smith	George Gates.....	N. $\frac{1}{2}$.		
2,500	B. & S.	25th April, 1855..	1st May, 1856....	George Gates and Wife ..	Alexander Erie	All.		
2,875	do	1st May, 1860....	1st May, 1860....	Alexander Erie.....	John McIntosh	N. $\frac{1}{2}$.		

FORM D.

*Referred to in the 20th Section of this Ordinance.*NORTH-WEST TERRITORIES }
To Wit.

I, of , make oath and say:

1st. That I was personally present and did see the annexed (or within) (and duplicate, if any, according to the fact) duly signed, sealed and executed by and the parties thereto.

2nd. That the said (and duplicate, if any, according to the fact) were executed at

3rd. That I knew the said parties (or one or more of them, according to the fact).

4th. That I am a subscribing witness to the said (and duplicate, according to the fact).

Sworn (or affirmed) before me at in the North-West Territories, this day of A.D. 18

Judge (or S. M.).

FORM E.

*Referred to in Section 27 of this Ordinance.*NORTH-WEST TERRITORIES }
To Wit:

I, Judge (or a Stipendiary Magistrate) for the North-West Territories, do certify that I am satisfied from the proofs adduced by (name the person producing the proof, and state the evidence given) with the due execution of the within instrument (or of the instrument whereof the within is a copy or duplicate, as the case may be)

As witness my hand at the day of A.D. 18

FORM F.

Referred to in the 31st and 32nd Sections of this Ordinance.

I certify that the within instrument is duly entered and registered in the Registry Office for the North-West Territories, in book, folio at o'clock on the day of A.D. 18

Registrar.

FORM G.

Referred to in the 3rd Section of this Ordinance.

Entered and registered this day of A.D. 18 at o'clock.

FORM H.

Referred in the 35th Section of this Ordinance.

To the Registrar of the North-West Territories:

I of the do certify that hath satisfied all money due on, or to grow due, on (or hath satisfied the sum of mentioned in) a certain

mortgage made by _____ of _____, which mortgage bears date the _____ day of _____, A.D. 18 _____, and was registered in the Registry Office for the North-West Territories on _____ day of _____, A.D. 18 _____, at _____ minutes past _____ o'clock of the _____ noon in Liber _____ folio _____ as No _____ (here mention the day and date of registration of each assignment thereof and the names of the parties, or mention that such mortgage has not been assigned, as the fact may be), and that I am the person entitled by law to receive the money, and that such mortgage (or such sum of money as aforesaid, or such part of the lands as is herein particularly described, that is to say _____) is therefore discharged.

Witness my hand this _____ day of _____, A.D. 18 _____.

A. B.

One witness.

FORM I.

Referred to the 47th Section of this Ordinance.

This plan is correct and is prepared under the provisions of the "Registration of Titles Ordinance."

(Signature of Surveyor.)

No. 3 OF 1877.

An Ordinance respecting Short Forms of Indentures (Passed 22nd March, 1877.)

Be it enacted by the Lieutenant-Governor of the North-West Territories, by and with the advice and consent of the Council thereof, as follows:—

1. When a deed of conveyance or a deed of mortgage or a deed of lease respectively made according to the forms set forth in the first, second and third Schedules to this Ordinance respectively, expressed to be made "in pursuance of the Ordinance respecting Short Forms of Indentures," or otherwise referring to this Ordinance, contains any of the forms or words in column one under the said schedules respectively, and distinguished by any number therein, such deed shall be taken to have the same effect, and be construed as if it contained the form of words in column two under the same schedule, and distinguished by the same number as is annexed to the form of words used in the deed, but it shall not be necessary in any such deed to insert such number or numbers.

2. Any deed or part of a deed which fails to take effect by virtue of this Ordinance shall, nevertheless, be as effectual to bind the parties thereto, as far as the rules of law and equity will permit, as if this ordinance had not been made.

3. Every such deed, unless an exception be specially made therein, shall be held and construed to include all houses, outhouses, edifices, barns, stables, yards, gardens, orchards, commons, trees, woods, underwoods, mounds, fences, hedges, ditches, ways, waters, water-courses, lights, liberties, privileges, easements, profits, commodities, emoluments, hereditaments, and appurtenances whatsoever to the lands therein comprised, belonging or in any wise appertaining, or with the same demised, held, used, occupied, or enjoyed, or taken, or known as part and parcel thereof; and if the same purports to convey an estate in fee, also the reversion or reversions, remainder or remainders, yearly and other rents, issues and profits of the same lands and of every part and parcel thereof, and all the estate, right, title, interest, inheritance, use, trust, property, profit, possession, claim and demand whatever, both at law and in equity of the grantor, in, to, out of, or upon the same lands, and every part and parcel thereof, with their and every of their appurtenances.

4. In the construction of this Ordinance and the Schedules thereto, respectively, unless there be something in the subject or context repugnant to such construction

the word "lands" shall extend to all freehold and leasehold tenements and hereditaments or any undivided part or share or interest therein respectively, and the word "party," shall mean and include one or more persons, and any body politic, corporate or collegiate.

5. Parties who use any of the forms in the first column of the schedules, may substitute for the words "a covenantor" or "covenantee," "releasor," or "releasee," "grantor" or "grantee," "lessor" or "lessee," any name or names or "the party of the "first" or "second" or "third" part," as the case may be, and in every such case corresponding substitutions shall be taken to be made in the corresponding forms in the second column.

6. Such parties may substitute the feminine gender for the masculine, or the plural number for the singular, in any of the forms in the first column of the schedules, and corresponding changes shall be taken to be made in the corresponding forms in the second column.

7. Such parties may introduce into, or annex to, any of the forms in the first column, any express exceptions, form or other express qualifications thereof respectively, or may extend them or remove therefrom any limitations, and the like exceptions or qualifications, or extension, or removal of limitations shall be taken to be made from or added in the corresponding forms in the second column.

8. Such parties may add the name or other designation of any person or persons, or class or classes of persons, or any other words, at the end of the forms of the first column, so as thereby to extend the words thereof to the acts of any additional person or persons, or class or classes of persons, or of all persons whomsoever, and in every such case the covenants, or such of them as may be employed in such deed, shall be taken to extend to the acts of the person or persons so named.

9. In the case of a deed of demise or lease there may be introduced into any of the forms in the first column under the third schedule, any express exceptions from, or express qualifications thereof respectively, and the like exceptions or qualifications shall be taken to be made from, or in, the corresponding forms in the second column, where the premises demised are of freehold tenure, the covenants under the said third schedule, *one* (1) to *eight* (8), shall be taken to be made with, and the proviso *nine* (9) to apply to the heirs and assigns of the lessor, and where the premises demised shall be leasehold tenure, the covenants and proviso shall be taken to be made with and to apply to, the lessor, his executors, administrators and assigns.

FIRST SCHEDULE.

Deed of Conveyance.

This Indenture, made the _____ day of _____ in the _____ year of our Lord one thousand eight hundred and _____ "in pursuance of the Ordinance respecting short forms of Indentures" between (here insert the names of the parties and recitals, if any) witnesseth that, in consideration of (if there be recitals) the premises, and of _____ dollars (if no recitals, omit the word "premises" and say "of _____ dollars") of lawful money of Canada, now paid by the said party of the _____ part (as the fact is) to the said party of the first part (the receipt whereof is hereby by him or them acknowledged) he (or they) the said party of the first part doth (or do) grant unto the said party of the _____ part, his (or her or their) heirs and assigns, for ever, all and singular the lands following, that is to say:—

(Describe the lands)

(Here insert covenants and other provisions, &c., &c., if any).

In witness whereof the said parties have hereto set their hands and seals.

Signed, sealed and delivered

in presence of

1. The said (Covenantor) covenants with the said (covenantee.)

in manner following, that is to say:—

2. That he has the right to convey the said lands to the said (covenantee), not withstanding any act of the said (covenantor.)

power and absolute authority to convey the said lands and other the premises hereby conveyed or intended so to be, with their and every of their appurtenances unto the said covenantee in manner aforesaid, and according to the true intent of these presents.

3. And that the said (covenantee) shall have quiet possession of the said lands.

possess and enjoy the said land and premises hereby conveyed, or intended so to be, with their and every of their appurtenances, and to have, receive and take the rents, issues and profits thereof, and of every part thereof, to and for his and their use and benefit without any let, suit, trouble, denial, eviction, interruption, claim or demand whatsoever of, from or by him the said covenantor, or his heirs, or by any person claiming, or to claim, by, from, under or in trust for him, them or any of them.

4. Free from all encumbrances.

by the said covenantor or his heirs. well and sufficiently saved, kept harmless and indemnified, of, from and against any and every former and other gift, grant, bargain, sale, jointure, dower, rise, trust, entail, will, statute, recognizance, judgment, execution, extent, rent, annuity, forfeiture, re-entry, and any and every other estate, title, charge, trouble and encumbrance whatsoever made, executed, occasioned or suffered by the said covenantor or his heirs, or by any person claiming, or to claim, by, from, under, or entrust for him, them or any of them.

5. And the said (covenantor), covenants with the said (covenantee) that he will execute such further that assurances of the said lands as may be requisite.

claiming, or who shall or may hereafter have or claim any estate, right, title, or interest whatsoever, either at law or in equity, in, to, or out, of the said lands and premises hereby conveyed or intended so to be, or any of them, or any part thereof, by, from, under, or in trust for him, them, or any of them, shall and will, from time to time, and at all times hereafter, upon every reasonable request, and at the costs and charges of the said covenantee, his heirs and assigns, make, do, execute, or cause to be made, done or executed, all such further and other lawful acts, deeds, things, devices, conveyances and assurances on the law whatsoever for the better, more perfectly and absolutely conveying and assuring the said lands and premises hereby conveyed, or intended so to be, and every part thereof, with their appurtenances, unto the said covenantee, his heirs and assigns, in manner aforesaid, as by the said covenantee, his heirs and assigns, his or their counsel learned in the law, shall be reasonably devised, advised or required, so as no such further assurances contain or imply any further or other covenant or warranty than against the acts and deeds of the person who shall be required to make or execute the same, and his heirs executors or administrators, only, and so as no person who shall be required to make or execute such assurances shall be compellable for the making or executing thereof, to go or travel from his usual place of abode.

6. And the said (covenantor) covenants with the said (covenantee) that he will produce the title deeds enume-

1. And the said covenantor doth hereby, for himself, his heirs, executors and administrators, covenant, promise and agree with and to the said covenantee, his heirs and assigns,

that is to say:—

2. That for and notwithstanding any act, deed, matter or thing, by the said covenantor, done, executed, committed or knowingly or wilfully permitted or suffered to the contrary,

he the said covenantor, now hath in himself good right, full power and absolute authority to convey the said lands and other the premises hereby conveyed or intended so to be, with their and every of their appurtenances unto the said covenantee in manner aforesaid, and according to the true intent of these presents.

3. And that it shall be lawful for the said covenantee his heirs and assigns, from time to time, and at all times hereafter, peaceably and quietly to enter upon, have, hold, occupy,

possess and enjoy the said land and premises hereby conveyed, or intended so to be, with their and every of their appurtenances, and to have, receive and take the rents, issues and profits thereof, and of every part thereof, to and for his and their use and benefit without any let, suit, trouble, denial, eviction, interruption, claim or demand whatsoever of, from or by him the said covenantor, or his heirs, or by any person claiming, or to claim, by, from, under or in trust for him, them or any of them.

4. And that free and clear, and freely and absolutely

acquitted, exonerated, and for ever discharged, or otherwise, by the said covenantor or his heirs. well and sufficiently saved, kept harmless and indemnified, of, from and against any and every former and other gift, grant, bargain, sale, jointure, dower, rise, trust, entail, will, statute, recognizance, judgment, execution, extent, rent, annuity, forfeiture, re-entry, and any and every other estate, title, charge, trouble and encumbrance whatsoever made, executed, occasioned or suffered by the said covenantor or his heirs, or by any person claiming, or to claim, by, from, under, or entrust for him, them or any of them.

5. And the said covenantor doth hereby, for himself, his heirs, executors and administrators, covenant, promise and agree with, and to the said covenantee, his heirs and assigns, that

he, the said covenantor, his heirs, executors and administrators, and all and every other person whosoever having, or

claiming, or who shall or may hereafter have or claim any estate, right, title, or interest whatsoever, either at law or in equity, in, to, or out, of the said lands and premises hereby conveyed or intended so to be, or any of them, or any part thereof, by, from, under, or in trust for him, them, or any of them, shall and will, from time to time, and at all times hereafter, upon every reasonable request, and at the costs and charges of the said covenantee, his heirs and assigns, make, do, execute, or cause to be made, done or executed, all such further and other lawful acts, deeds, things, devices, conveyances and assurances on the law whatsoever for the better, more perfectly and absolutely conveying and assuring the said lands and premises hereby conveyed, or intended so to be, and every part thereof, with their appurtenances, unto the said covenantee, his heirs and assigns, in manner aforesaid, as by the said covenantee, his heirs and assigns, his or their counsel learned in the law, shall be reasonably devised, advised or required, so as no such further assurances contain or imply any further or other covenant or warranty than against the acts and deeds of the person who shall be required to make or execute the same, and his heirs executors or administrators, only, and so as no person who shall be required to make or execute such assurances shall be compellable for the making or executing thereof, to go or travel from his usual place of abode.

6. And the said covenantor doth hereby, for himself, his heirs, executors and administrators, covenant, promise and agree, with and to the said covenantee, his heirs and assigns, that the said covenantor and his heirs shall and will, unless prevented by fire or other inevitable accident from time to time, and at all times hereafter, at the

rated hereunder, request, costs and charges of the said covenantee, his heirs, or assigns, and allow copies to be made of them, or his or their attorney or solicitor, agent or counsel, at any trial or at the expense of hearing in any action or suit at law or in equity, or other juncture or of the said covenantee otherwise, as occasion shall require, produce all and every, or any deed, instrument, or writing hereunder written for the manifestation, defence and support of the estate, title and possession of the said covenantee, his heirs and assigns, in, or to the said lands and premises hereby conveyed, or intended so to be, and at the like request, costs and charges, shall and will make and deliver, or cause to be made and delivered, true and attested, or other copies or abstracts of the same deeds, instruments and writings respectively, or any of them, and shall and will permit and suffer such copies and abstracts to be examined and compared with the said original deeds, by the said covenantee, his heirs and assigns, or such person as he or they shall for that purpose direct and appoint.

7. And the said (covenantor) co-administrators, doth hereby covenant, promise and agree with and to the said (covenantee), that he has done time heretofore made, done, committed, executed, or wilfully, or no act to encumber knowingly, suffered any act, deed, matter, or thing whatsoever, whereby or by means whereof the said lands and premises hereby conveyed, or entered so to be, or any part or parcel thereof, are, is, or shall or may be in any way impeached, charged, affected or encumbered in title, estate or otherwise howsoever.

8. And the said (releasor) releases the said (releasee) all his claims upon the said lands. 8. And the said releasor hath released, remised, and for ever quitted claim, and by these presents doth release, remise and forever quit claim unto the said releasee, his heirs and assigns, all and all manner of right, title, interest, claim and demand whatsoever, both at law and in equity, into and out of the said lands and premises hereby granted or intended so to be, and every part and parcel thereof; so that neither he nor his heirs, executors, administrators or assigns shall or may, at any time hereafter, have, claim, pretend to, challenge or demand the said lands and premises, or any part thereof, in any manner howsoever, but the said releasee, his heirs and assigns, and the same lands and premises, shall from henceforth for ever hereafter be exonerated and discharged of and from all claims and demands whatsoever which the said releasor might or could have upon him in respect of the said lands, or upon the said lands.

9. And the said (A.B.), wife of the said (grantor) for and in consideration of the sum of dollars, of lawful money of Canada, to her in hand, paid by the said (grantee) said (grantor) hereby bars her dower at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted and released, and by these presents doth grant and release unto the said (grantee,) his heirs and assigns, all her dower and right and title, which, in the event of surviving her said husband, she might or would have to dower, in, to, or out of the lands and premises hereby conveyed, or intended so to be.

SECOND SCHEDULE.

Deed of Mortgage.

This indenture made this _____ day of _____ in the year of our Lord one thousand eight hundred and _____ "in pursuance of the Ordinance respecting Short Forms of Indentures," between (here insert parties and recitals, if any) witnesseth that in consideration of (if recitals, say the premises and of _____ dollars; if no recitals omit the "premises") of lawful money of Canada, now paid to the said party of the first part, hereinafter called the mortgagor (the receipt whereof is hereby acknowledged) the said mortgagor doth grant

and mortgage unto the said party of the _____ part, hereinafter called the mortgagee¹ all and singular, the lands following, that is to say: (describe the lands.)

(Here insert proviso one (1), covenants and other provisions and stipulations, according to agreement).

In witness whereof, the said parties have hereto set their hands and seals.

Signed, sealed and delivered in presence of

1. Provided, this mortgage to be void on payment of the sum of _____ dollars, of lawful money of Canada with interest at the rate of _____ per cent. per annum on the (describe times and terms) and taxes.

1. Provided always, and these presents are upon this express condition, that if the said mortgagor, his heirs, executors, administrators, or assigns, or any of them, do and shall, well and truly, pay or cause to be paid, to the said mortgagee, his executors, administrators or assigns, the just and full sum of (amount of principal money) dollars of lawful money of Canada, with interest thereon at the rate of (rate of interest) per cent. per annum on the days and times, and in manner following, that is to say, (terms of payments of principal and interest) without any deduction, defalcation or

abatement out of the same, for or in respect of any taxes, rates, levies, charges, rents, assessments, statute labour, or other impositions whatsoever, already rated, charged assessed, or imposed, by lawful authority on the said lands and tenements, hereditaments and the premises, with the appurtenances, or on the said mortgagee, his heirs, executors, administrators or assigns, in respect of the said premises, or of the said money or interest, or any other matter or thing relating to these presents, and until such default as aforesaid, shall and will, well and truly, pay, or do and perform, or cause or procure to be paid, done and performed, all matters and things in this proviso hereinbefore set forth, then these presents and everything in the same contained, shall be absolutely null and void.

2. The said mortgagor covenants with the said mortgagee.

2. And the said mortgagor doth hereby, for himself, his heirs, executors, and administrators, covenant, promise, and agree to and with the said mortgagee, his heirs and assigns, in manner following, that is to say:

3. That the mortgagor will pay the mortgage money and interest, and observe the above proviso.

3. That the said mortgagor, his heirs, executors, administrators, or some one of them, shall and will, well and truly, pay or cause to be paid, unto the said mortgagee, his heirs, executors, administrators or assigns, the said sum of money, in the above proviso mentioned, with interest for the same as aforesaid, at the days and times and in manner above limited for payment thereof, and shall and will in every thing, well, faithfully, and truly, do, observe, perform, fulfil, and keep, all and singular, the provisions, agreements, and stipulations in the said above proviso particularly set forth, according to the true intent and meaning of these presents, and the said above proviso.

4. That the mortgagor has a good title in fee simple to the said lands.

4. And also that the said mortgagor, at the time of the sealing and delivery hereof, is and stands, solely, rightfully, and lawfully, seized of a good, sure, perfect, absolute, and indefeasible estate, of inheritance in fee simple of and in the lands, tenements, and hereditaments, and all and singular other the premises hereinbefore described, with their and every of their appurtenances; and of and in every part and parcel thereof, without any manner of trusts, reservations, limitations, provisos or conditions, except those contained in the original grant thereof from the Crown, or any other matter or thing to alter, charge, change, incumber or defeat the same.

5. And that he has the right to convey the said lands to the said mortgagee.

5. And also that the said mortgagor now hath in himself good right, full power, and lawful and absolute authority to convey the said lands, tenements, hereditaments, the all and singular other the premises hereby conveyed or hereinbefore mentioned, or intended so to

be with their and every of their appurtenances unto the said mortgagee, his heirs and assigns in manner aforesaid, and according to the true intent and meaning of these presents.

6 And that in default the mortgagee shall have quiet possession of the said lands.

6. And also that from and after default shall happen to be made of or in the payment of the said sums of money, in the said above proviso mentioned, or the interest thereof, or any part thereof, or of or in the doing, observing, fulfilling, performing, or keeping of some one or more of the provisions, agreements, or stipulations, in the said above proviso particularly set forth, contrary to the true intent and meaning of these presents, and of the said proviso, then and in every such case, it shall and may be lawful to and for the said mortgagee, his heirs and assigns, peaceably and quietly to enter into, have, hold, use, occupy, possess, and enjoy the aforesaid lands, tenements, hereditaments and premises hereby conveyed or mentioned, or intended so to be, with the appurtenances, without the let, suit, hindrance, interruption, or denial of him the said mortgagor, his heirs or assigns, or any other person or persons whomsoever.

7. Free from all encumbrances.

7. And, that free and clear, and freely and clearly acquitted, exonerated, and discharged of and from all arrears of taxes and assessments whatsoever due or payable upon or in respect of the said lands, tenements, hereditaments and premises, or any part thereof, and of and from all former conveyances, mortgages, rights, annuities, debts, judgments, executions and recognisances, and of and from all manner of other charges or encumbrances whatsoever.

8. And that the said mortgagor will execute such further assurances of the said lands as may be requisite.

8. And also that from and after default shall happen to be made of, or in the payment of the said sum of money, in the said proviso mentioned, or the interest thereof, or any part of such money or interest, or of, or in the doing, observing, performing, fulfilling, or keeping of some one or more of the provisions, agreements, or stipulations, in the said above proviso particularly set forth, contrary to the true intent and meaning of these presents and of the said proviso, then and in every such case, the said mortgagor, his heirs and assigns, and all and every other person, or persons whatsoever having, or lawfully claiming, or who shall, or may have, or lawfully claim any estate, right, title, interest or trust of, into, or out of the lands, tenements, hereditaments and premises hereby conveyed or mentioned, or intended so to be, with the appurtenances, or any part thereof, by, from, under, or in trust for him. The said mortgagor shall and will, from time to time, and at all times thereafter, at the proper costs and charges of the said mortgagee, his heirs and assigns, make, do, suffer and execute, or cause, or procure to be made, done, suffered and executed, all and every such further and other reasonable act or acts, deed or deeds, devices, conveyances and assurances in the law, for the further, better and more perfectly and absolutely conveying and assuming the said lands, tenements, hereditaments and premises, with the appurtenances unto the said mortgagee, his heirs and assigns, as by the said mortgagee his heirs or assigns or his or their counsel learned in the law, shall or may be lawfully and reasonably devised, advised or required so as no person who shall be required to make or execute such assurances, shall be compelled for the making or execution thereof, to go or travel from his usual place of abode.

9. And also that the said mortgagor will produce the title-deeds enumerated hereunder, and allow copies to be made at the expense of the mortgagee.

9. And also that the said mortgagor, and his heirs, shall and will, unless prevented by fire or other inevitable accident, from time to time, and at all times hereafter, at the request and proper charges in the law of the mortgagee, his heirs or assigns, at any trial or hearing, in any action or suit at law or in equity or otherwise, as occasion shall require, produce all, every or any deed, instrument, or writing hereunder, written for the manifestation, defence and support of the estate, title and possession of the said mortgagee, his heirs, and assigns, of, in, to, or out of, the said lands, tenements, hereditaments and premises hereby conveyed, or mentioned, or intended so to be, and at the like request, costs and charges, shall and will make and deliver, or cause or procure to be made and deliver into the said mortgagee, his heirs and assigns, true and attested, or other copies or abstracts of the same deeds, instruments and writings respectively or any of them, and

shall and will permit, and suffer such copies and abstracts to be examined and compared with the said original deeds, by the said mortgagee, his heirs and assigns.

10 And that the said mortgagee has done no act to encumber the said lands.

10. And also that the said mortgagee hath not, at any time heretofore, made, done, committed, executed, or wilfully or knowingly suffered any act, deed, matter or thing whatsoever, whereby or by means whereof the said lands, tenements, hereditaments and premises hereby conveyed or mentioned or intended, so to be, or any part or parcel thereof, are, is, or shall, or may be, in any wise impeached, charged, affected or encumbered in title, estate, or otherwise howsoever.

11. And that the said mortgagee will insure the buildings on the said lands to the amount of not less than dollars.

11. And also that the said mortgagee or his heirs shall and will forthwith insure, unless already insured, and during the continuance of this security, keep insured against loss or damage by fire, in such proportion upon each building as may be required by the said mortgagee, his heirs and assigns, the buildings erected on the said lands, tenements, hereditaments and premises hereby conveyed, or mentioned, or intended so to be, in the sum of dollars of lawful money of Canada, at least, in some insurance office, to be approved of by the said mortgagee, his heirs or assigns, and pay all premiums and sums of money necessary for such purpose, as the same shall become due, and will, on demand, assign, transfer and deliver over unto the said mortgagee, his heirs, executors, administrators or assigns, the policy or policies of insurance, receipt and receipts thereto appertaining, and if the said mortgagee, his heirs or assigns, shall pay any premiums or sums of money for insurance of the said premises or any part thereof, the amount of such payments shall be added to the debt hereby secured, and shall bear interest at the same rate, from the time of such payment, and shall be payable at the time appointed for the then next ensuing payment of interest on the said debt.

12. And the said mortgagee doth release to the said mortgagee all his claims upon the said lands subject to the said proviso.

12. And the said mortgagee by these presents doth release, remise and for ever quit claim unto the said mortgagee, his heirs and assigns, all manner of right, title, interest claim and demand whatsoever, both at law and in equity, of, unto and out of the said lands, tenements, hereditaments and premises hereby conveyed, or mentioned, or intended so to be, and every part and parcel thereof, so as that neither the said mortgagee his heirs, executors, administrators or assigns, shall or may at any time hereafter, have, claim, pretend to, challenge or demand the said lands, tenements, hereditaments and premises or any part thereof in any manner howsoever, subject always to the said above proviso, but the said mortgagee, his heirs and assigns, and the said lands, tenements, hereditaments and premises, subject as aforesaid, shall from henceforth for ever hereafter be exonerated and discharged of and from all claims and demands whatsoever, which the said mortgagee, his heirs or assigns might or could have upon the said mortgagee, his heirs or assigns, in respect of the said lands, tenements, hereditaments and premises, or upon the said lands, tenements, hereditaments and premises.

13. Provided that the mortgagee on default of payment for months may on notice, enter on and lease, or sell the said lands.

13. Provided always, and it is hereby declared and agreed by and between the parties of these presents, that if the said mortgagee, his heirs, executors or administrators shall make default in any payment of the said money or interests, or any part of either of the same according to the true intent and meaning of these presents, and of the proviso in that behalf, hereinbefore contained and calendar months shall have therefore elapsed without such payment being made (of which default, as also of the continuance of the said principal money and interest, or some part thereof, on this security, the production of these presents shall be conclusive evidence), it shall and may be lawful to and for the said mortgagee his heirs or assigns, after giving written notice to the said mortgagee, his heirs or assigns of his intention in that behalf, either personally or at his or their usual or last place of residence within the North-West Territories not less than previous, without any further consent or concurrence of the said mortgagee, his heirs or assigns, to enter into possession of the said lands, tenements, hereditaments

and premises hereby conveyed or mentioned, or intended so to be, and to receive and take the rents, issues and profits thereof, and whether in or out of possession of the same, to make any lease or leases thereof, or of any part thereof, as he shall think fit, and also to sell and absolutely dispose of the said lands, tenements, hereditaments and premises hereby conveyed or mentioned, or intended so to be, or any part or parts thereof, with the appurtenances, by public auction, or private contract, or partly by public auction and partly contract, as to him shall seem meet, and to convey and assure the same when so sold unto the purchaser or purchasers thereof, his heirs and assigns, or as he, she or they, shall direct and appoint, and to execute and do all such assurances, acts, matters and things as may be found necessary for the purposes aforesaid; and the said mortgagee shall not be responsible for any loss which may arise by reason of any such leasing or sale as aforesaid, unless the same shall happen by reason of his wilful neglect or default; and it is hereby further agreed between the parties to these presents, that until such sale or sales shall be made as aforesaid, the said mortgagee, his heirs, executors, administrators or assigns shall and will stand and be possessed of and interested in the rents and profits of the said lands, tenements, hereditaments and premises, in case he shall take possession of the same on any default as aforesaid; and after such sale or sales shall stand and be possessed of, and interested in the money to arise and be produced by such sale or sales or which shall be received by the mortgagee his heirs or assigns, by reason of any insurance upon the said premises, or any part thereof, upon trust in the first place to pay and satisfy the costs and charges of preparing for, and making sales, leases and conveyances, as aforesaid, and all other costs and charges damages and expenses which the said mortgagee, his heirs, executors, administrators or assigns shall bear sustain or be put to for taxes, rents, insurances and repairs and all other costs and charges which may be incurred in and about the execution of any of the trusts in him hereby reposed, and in the next place to pay and satisfy the principal sum of money and interest hereby secured, or mentioned or intended so to be, or so much thereof as shall remain due and unsatisfied up to and inclusive of the day whereon the said principal sum shall be paid and satisfied; and after full payment and satisfaction of all such sums of money and interest as aforesaid upon this further trust that the said mortgagee, his heirs, executors, administrators or assigns do and shall pay the surplus, if any, to the said mortgagor, his executors, administrators or assigns or as he shall direct and appoint, and shall also, in such event, at the request, costs and charges, in the law of the said mortgagor, his heirs or assigns, convey and assure unto the said mortgagor, his heirs or assigns, or to such person, or persons, as he shall direct and appoint, all such parts of the said lands, tenements, hereditaments and premises as shall remain unsold for the purposes aforesaid, freed and absolutely discharged of and from all estate, lien, charge and encumbrance whatsoever by the said mortgagee, his heirs or assigns, in the meantime, so as no person who shall be required to make or execute any such assurance shall be compelled for the making thereof to go and travel from his usual place of abode; provided always and it is hereby further declared and agreed by and between the parties to these presents, that, notwithstanding the power of sale and other the powers and provisions contained in these presents the said mortgagee, his heirs or assigns shall have and be entitled to his right of foreclosure of the equity of the redemption of the said mortgagor, his heirs and assigns, in the said lands, tenements, hereditaments and premises, as fully and effectually as he might have exercised and enjoyed the same in case the power of sale and the other former provisos and trusts incident thereto had not been herein contained.

14. Provided the mortgagor may distrain for arrears of interest. 14. And it is further covenanted, declared and agreed by and between the parties to these presents that if the said mortgagor, his heirs, executors or administrators shall make default in payment of any part of the said interest, at any of the days or times hereinbefore limited for the payment thereof, it shall and may be lawful for the said mortgagee, his heirs and assigns, to distrain therefor upon the said lands, tenements, hereditaments and pre-

mises, or any part thereof, and by distress warrants, to recover by way of rent reserved, as in the case of a demise, of the said lands, tenements, hereditaments and premises, so much of such interest as shall, from time to time, be or remain in arrear and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent.

15. Provided that in default of the payment of the interest hereby secured, the principal hereby secured shall become payable.

15. Provided always, and it is hereby further expressly declared and agreed by and between the parties to these presents, that if any default shall at any time happen to be made of or in the payment of the interest money hereby secured or mentioned or intended so to be, and every part thereof, shall forthwith become due and payable in like manner, and with the like consequences and defects to all intents and purposes whatsoever, as if the time herein mentioned for payment of such principal money had fully come and expired, but that in such case, the said mortgagor, his heirs or assigns shall, on payment of all arrears under these presents, with lawful costs and charges in that behalf, at any time, before any judgment in the premises recovered at law or within such time as by the practice of equity, relief therein could be obtained, be relieved from the consequences of non-payment of so much of the money secured by these presents, or mentioned, or intended so to be, as may not then have become payable by reason of lapse of time.

16. Provided that until default of payment the mortgagor shall have quiet possession of the said lands.

16. And provided also, and it is hereby further expressly declared and agreed by and between the parties to these presents, that until default shall happen to be made of or in the payment of the said sum of money hereby secured or mentioned or intended to be or the interest thereof or any part of either of the same, or the doing, observing, performing, fulfilling or keeping some one or more of the provisions, agreements or stipulations herein set forth, contrary to the true intent and meaning of these presents, it shall and may be lawful to and for the said mortgagor, his heirs and assigns, peaceably and quietly to have, hold, use, occupy, possess and enjoy the said lands, tenements, hereditaments and premises hereby conveyed or mentioned, or intended so to be, with their and every of their appurtenances, and to receive and take the rents, issues and profits thereof to his own use and benefit, without let, suit, hindrance, interruption, or denial of, or by the said mortgagee, his heirs, executors, administrators or assigns, or of or by any other person or persons whomsoever lawfully claiming, or who shall or may lawfully claim by from under, or in trust for him, her, them, or any or either of them.

17. And the said A. B., wife of the said mortgagor, for and in consideration of the sum of dollars of lawful money of Canada, to her in hand paid by the said mortgagee,

at or before the sealing or delivery of these presents, the receipt whereof is hereby acknowledged by these presents, doth grant and release unto the said mortgagee, his heirs and assigns, all her dower and right and title which, in the event of surviving her said husband, she might or would have to dower, in, to, or out of the lands, and premises hereby conveyed or intended so to be.

THIRD SCHEDULE.

Deed of Lease.

This Indenture, made the day of in the year of Our Lord one thousand eight hundred and "in pursuance of the Ordinance respecting Short Forms of Indentures," between of the first part, and of the second part, (any recitals required may be here inserted) witnesseth that in consideration of the premises and (if any recitals; if not, omit, "of the premises and") of the rents, covenants and agreements hereinafter reserved and contained on the part of the said party of the second part, hereinafter called the lessee (his or their) executors, administrators and assigns, to be paid, kept, observed and performed, he (or they), the

said party of the first part, hereinafter called the lessor, by these presents do (or doth) demise and lease unto the said lessee, his (or their) executors, administrators and assigns, all that messuage or tenement lands and premises situate, or all that parcel or tract of land situate, lying and being (here insert a description of the premises with sufficient certainty).

To have and to hold the said demised premises, to the lessee, his executors, administrators, and assigns, for and during the term of to be computed from the day of one thousand eight hundred and and from thenceforth next ensuing and fully to be complete and ended.

Yielding and paying therefor yearly and every year during the said term hereby granted, unto the said lessor; his (or their) heirs, executors, administrators or assigns, the sum of to be payable on the following days and times—that is to say (on, &c., &c., &c.), the first of such payments to become due and be made on the day of next (Herein insert any provisos, conditions and covenants required).

In witness whereof, &c., &c

Signed, sealed and delivered in presence of

1. The said (lessee) covenants with the said (lessor) to pay rent. 1. And the said lessee doth hereby for himself, his heirs, executors and administrators, covenant with the said lessor that he, the said lessee, his executors, administrators and assigns, will, during the said term, pay unto the said lessor the rent hereby reserved, in manner hereinbefore mentioned, without any deduction whatsoever.

2. And to pay taxes. 2. And also will pay all taxes, rates, duties and assessments whatsoever, whether municipal, parliamentary or otherwise, now charged, or hereafter to be charged upon the said demised premises, or upon the said lessor on account thereof.

3. And to repair 3. And also will, during the said term, well and sufficiently repair, maintain, amend and keep the said demised premises with the appurtenances in good and substantial repair, and all fixtures and things thereto belonging, or which at any time during the said term, shall be erected and made, when, where and so often as need shall be.

4. And to keep up fences. 4. And also will, from time to time, during the said term, keep up the fences and walls of, or belonging to the said premises, and make anew any parts thereof that may require to be new made, in a good and husband like manner, and at proper seasons of the year.

5. And not to cut down timber. 5. And also will not, at any time during the said term, hew, fell, cut down or destroy, or cause or knowingly permit or suffer to be hewed, felled, cut down or destroyed, without the consent in writing of the lessor, any timber or timber trees, except for necessary repairs.

6. And that the said (lessor) may enter and view state of repair, and that the said (lessee) will repair according to notice. 6. And it is hereby agreed that it shall be lawful for the lessor and his agents, at all reasonable times during the said term, to enter the said demised premises to examine the condition thereof, and further that all want of reparation that upon such view shall be found, and for the amendment of which notice in writing shall be left at the premises, the said lessee, his executors, administrators

and assigns, will, within three calendar months next after such notice, well and sufficiently repair and make good accordingly.

7. And will not assign or sub-let without leave. 7. And also that the lessee shall not, nor will, during the said term, assign, transfer, or set over, or otherwise, by any act or deed, procure the said premises, or any of them, to be assigned, transferred set over or sub-let unto any person or persons whomsoever, without the consent in writing of the lessor, his heirs or assigns, first had and obtained.

8. And that he will leave premises in good repair. 8. And further, the lessee will, at the expiration, or other sooner determination, of the said term, peaceably surrender and

yield up unto the said lessor, the said premises hereby demised, with the appurtenances, together with all buildings, erections and fixtures thereon, in

good and substantial repair and condition, reasonable wear and tear and damage by fire only excepted.

9. Provided always, and it is hereby expressly agreed, that if the rent hereby reserved, or any part thereof, shall be unpaid for thirty days after any of the days on which the same ought to have been paid, although no formal demand shall have been made thereof, or in case of the breach or non-performance of any of the covenants or agreements herein contained, on the part of the lessee, his executors, administrators or assigns, then, and in either of such cases, it shall be lawful for the lessor at any time thereafter, into and upon the said demised premises, or any part thereof, in the name of the whole, to re-enter, and the same to have again, re-possess and enjoy as of his or their former estate, anything herein contained to the contrary notwithstanding.

10. The said (lessor) covenants with the said (lessee) for quiet enjoyment. 10. And the lessor doth hereby for himself his heirs, executors, administrators and assigns, covenant with the lessee, his executors, administrators and assigns, that he and they paying the rent hereby reserved, and performing the covenants hereinbefore on his and their part contained, shall and may peaceably possess and enjoy the said demised premises for the term hereby granted, without any interruption or disturbance from the lessor, his heirs, executors, administrators and assigns or any other person or persons lawfully claiming by, from or under him, them or any of them.

A true copy of Ordinance passed by the Lieutenant Governor and Council of the North-West Territories on the 22nd day of March, A.D., 1877. which I certify.

(Signed) A. E. FORGET,
C. C. of N. W. T.

No. 4 of 1877.

AN ORDINANCE RESPECTING INFECTIOUS DISEASES.

(Passed 22nd March, 1877.)

Whereas it is of urgent importance to prevent, as far as possible, the spread of infectious and other like diseases in the North-West Territories;

Be it therefore enacted by the Lieutenant-Governor of the North-West Territories, by and with the advice and consent of the Council thereof, as follows:—

1. In the event of any part of the North-West Territories becoming infected with any contagious, infectious or epidemic disease it shall be lawful for the Lieutenant-Governor by proclamation to describe the part so infected, and to declare that such disease exists therein and to proscribe such part from outside intercourse for the period named in such proclamation.

2. In the event of any part of the said Territories being exposed to any contagious, infectious or epidemic disease then existing in any place outside the Territories, it shall be lawful for the Lieutenant-Governor by proclamation to declare that such disease exists in such place as aforesaid, and to proscribe all ingress into the Territories therefrom during the period named in such proclamation.

3. It shall be lawful for the Lieutenant Governor at any time, and from time to time, to constitute by order, any part of the North-West Territories, in such order described and named, into a health district, or any parts thereof into health districts, and for every such district to appoint a board of health to consist of not more than five or less than three persons, the majority of those appointed to form a quorum.

4. Every such board shall be presided over by the senior member thereof present in the district, and shall meet at such times and places as he in his discretion may appoint, and within the territorial limits of the district for which it is appointed, the powers of each such board shall be:—

(1.) Where any infectious disease is discovered to exist in any house or dwelling place, to prevent all intercourse and communication therewith, except by the health and medical officer and such attendants as may be considered necessary, and persons holding written permits from the health or medical officer;

(2.) To remove from any such house or dwelling place the inhabitants thereof, or of such of them as may be fit to remove and place them in tents or other good shelter in some salubrious situation until measures can be taken for the cleansing, purifying and disinfecting of such house or other dwelling place;

(3.) To cause all wearing apparel, bedding or other articles capable of conveying infection which have been in such house or dwelling place or used by inmates thereof to be destroyed by fire, except when thorough disinfection thereof has been effected under the supervision of a medical officer;

(4.) To regulate the granting of permits for absolutely necessary intercourse with proscribed districts;

(5.) And generally to make such other regulations, as from time to time, may be found necessary to carry out the true intent and meaning of this ordinance, all which regulations shall be forthwith after the passing thereof transmitted to the Lieutenant-Governor, and shall have the force of law until rescinded by such board or cancelled by the Lieutenant-Governor.

5. In cases of emergency, when a board of health may be unable to communicate speedily with the Lieutenant-Governor, and until the Lieutenant-Governor's proclamation can be published in the district, it shall be lawful for such board of health to publish a notice declaring the whole district for which the board has jurisdiction, or such part thereof as may be described in such notice, infected and upon the publication of such notice the district or part thereof so described, shall be held to be isolated, and all intercourse therewith forbidden, as if the proclamation named in the first section of this ordinance had been made, and in case the said district is exposed to any infectious disease, then existing in any place outside the Territories, to declare in such notice that such disease exists in such place, and all ingress therefrom into the said district shall be proscribed, as if the proclamation named in the second section of this ordinance had been made.

6. The Lieutenant-Governor may, from time to time, and whenever he sees fit, also appoint one or more health officers in any such district, whose duty shall be to enforce this ordinance within said district, and the regulations of the board of health of such district.

7. Any person disobeying any proclamation, or violating any regulation made under the provisions of this ordinance, upon conviction thereof before any Judge, Stipendiary Magistrate, or Justice of the Peace, shall forfeit and pay such sum, not exceeding one hundred dollars, with costs of prosecution, as such Judge, Stipendiary Magistrate or Justice of the Peace may impose, and upon failure of payment thereof, be imprisoned for any term not exceeding three months.

8. Upon the direction of any health officer, or on the information of any known person, of any such disobedience or violation as aforesaid, any officer or member of the police force serving in the Territories, may arrest the offender by the authority of this ordinance, and without any further warrant, convey him before a Judge, Stipendiary Magistrate or Justice of the Peace as aforesaid, to be dealt with according to law.

9. Every offence against this ordinance, so far as no other provision is hereby made therefor, may be prosecuted in a summary manner.

10. One-half of any fine imposed and collected under this ordinance, shall be payable to the informer or person securing the conviction of the offender.

A true copy of Ordinance passed by the Lieutenant-Governor and Council of the North West Territories, on the 22nd day of March, A.D., 1877, which I certify.

(Signed)

A. E. FORGET.
Clerk of Council, N.-W.T.

No. 5 of 1877.

AN ORDINANCE FOR THE PROTECTION OF THE BUFFALO.

(Passed 22nd March, 1877.)

Whereas it is expedient to provide for the protection of the buffalo ;

Be it therefore enacted by the Lieutenant-Governor of the North-West Territories, by and with the advice and consent of the Council thereof as follows :—

1. No pound pit, or like enclosure or contrivance shall, at any time, be formed or used in the North-West Territories for the capture of buffalo, nor shall it be lawful to destroy buffalo by running them into rivers or lakes, or over steep banks or precipices.

2. It shall be unlawful at any season, to hunt or kill buffalo from the mere motive of amusement, or wanton destruction, or solely to secure their tongues, choice cuts or peltries; and the proof in any case, that less than one-half of the flesh of a buffalo has been used or removed shall be sufficient evidence of the violation of this section.

3. It shall be unlawful to kill buffalo of either sex under two years of age, or to have the dead bodies or the peltries, or any other part of the bodies of such young buffaloes in possession.

4. On and after the fifteenth day of November, one thousand eight hundred and seventy-seven, and in every year thereafter, the period between the fifteenth day of November and the fourteenth day of the following August, inclusive, shall be a close season for female buffalo; and during said season it shall be unlawful to kill such buffalo, or to have in possession the dead bodies, or the peltries, or any other part of the bodies of the female buffalo killed in the said close season:—Provided, that nothing contained in this section shall extend or apply to Indians or non-treaty Indians between the fifteenth day of November and the fourteenth day of the following February inclusive.

5. Notwithstanding anything contained in this Ordinance, it shall be lawful for any traveller or other person in circumstance of pressing necessity to kill buffalo to satisfy his immediate wants.

6. In order to convict any person of unlawfully killing buffalo, it shall be sufficient to prove that such person was one of a party accessory to such killing; and taking the life of each and every buffalo unlawfully killed shall be deemed a distinct and separate offence.

7. Every person convicted of an offence against any of the foregoing provisions of this Ordinance shall be liable for each and every offence to a fine not exceeding one hundred dollars, with costs of prosecution, and in default of payment to be imprisoned for a term not exceeding three months.

8. When any offence is committed against this Ordinance, it shall be the duty of any Sheriff, Policeman, Constable, sub-Constable, or other peace officer, upon view thereof or upon the information of any two persons, who shall declare their names and places of abode, to forthwith arrest such offender by the authority of this ordinance, and without further warrant to bring him before a Judge, Stipendary Magistrate, or Justice of the Peace to be dealt with according to law.

9. Every offence against any of the sections of this Ordinance may be prosecuted in a summary manner, before any Judge, Stipendary Magistrate, or Justice of the Peace.

10. One-half of any pecuniary penalty recovered under this Ordinance shall be paid to the informer.

11. This Ordinance shall come into force on the first day of June, in the present year one thousand eight hundred and seventy-seven.

A true copy of Ordinance passed by the Lieutenant-Governor and Council of the North-West Territories on the 22nd day of March, A.D., 1877, which I certify.

(Signed) A. E. FORGET,
C. C., N. W. T.

No. 6 of 1877.

AN ORDINANCE RESPECTING MASTERS AND SERVANTS.

(Passed 22nd March, 1877.)

Be it enacted by the Lieutenant-Governor of the North-West Territories, by and with the advice and consent of the Council thereof, as follows:—

1. Every contract of hire for personal service for any period more than a year shall be in writing, signed by the contracting parties.

2. Any person engaged, bound or hired, whether as a clerk, journeyman, apprentice, servant, labourer, or otherwise, howsoever guilty of ill-behaviour, drunkenness, refractory conduct or idleness, of absenting himself by day or night, without leave, from his proper service or employment, or from the house or residence of his employer, of refusing or neglecting to perform his just duties, or to obey the lawful commands of his master, of dissipating his employer's property or effects, or of any unlawful act that may effect his employer's interests, shall, upon being convicted of any or either of the said offences, before any Judge, Stipendiary Magistrate or Justice of the Peace, for every such offence forfeit and pay such sum of money not exceeding forty dollars, as to the said Judge, Stipendiary Magistrate or Justice of the Peace seems meet, together with costs of prosecution, and in default of payment thereof forthwith be imprisoned for any period not exceeding two months, unless the fine imposed and costs, together with the costs of commitment and conveying such person convicted to the place of imprisonment be sooner paid.

3. Any person convicted before any Judge, Stipendiary Magistrate, or Justice of the Peace of harbouring or concealing any apprentice or servant who has deserted his master's service, or instigating any such apprentice or servant to desert such service, or of keeping such apprentice or servant in his service after being notified or informed of the fact, shall be liable to the same penalties as are enacted in the next preceding section of this ordinance.

4. It shall be lawful for any Judge, Stipendiary Magistrate or Justice of the Peace, on complaint on oath by any employee or other servant of ill-usage, non-payment of wages (not exceeding two months' wages, the same having been first demanded), or improper dismissal by his master or employer, to cause such master or employer to be brought before him, and upon the proof, to his satisfaction, of the complaint being well founded, to order such complainant to be discharged from his engagement, and to order such master or employer to pay such complainant one month's wages in addition to the amount of wages then actually due him, not exceeding two months' wages as aforesaid, together with the costs of prosecution, the same to be levied by distress and sale of the offender's goods and chattels, and in default of sufficient distress to be imprisoned for any term not exceeding two months, unless the said moneys and costs be sooner paid.

5. The provisions of this Ordinance shall be held to apply in the North-West Territories to contracts and agreements made at any place outside the same.

6. On the trial of any complaint made under this Ordinance, the complainant and accused shall be admitted to give evidence.

7. Nothing in this Ordinance shall in any wise curtail, abridge or defeat any civil or other remedy for the recovery of wages, or damages, which employers or masters may have against servants or employees, or which servants or employees may have against their masters or employers.

8. Prosecution for offences under this Ordinance shall be commenced within six months after the offence has been committed, and not after.

A true copy of ordinance passed by the Lieutenant-Governor and Council of the North-West Territories, on the 22nd day of March, A.D. 1877, which I certify.

(Signed)

A. E. FORGET,
C. C., N.-W.T.

No. 7 OF 1877.

AN ORDINANCE RESPECTING FERRIES.

(Passed 22nd March, 1877.)

Be it enacted by the Lieutenant-Governor of the North-West Territories, by and with the advice and consent of the Council thereof, as follows:—

1. It shall be lawful for the Lieutenant-Governor, at any time, to establish one or more ferries upon any of the rivers in the North-West Territories, and to issue licenses to any person or persons for any period not exceeding three years, granting the exclusive right to ferry over same, during the time, at the place, and within the limits specified and described in such license, and upon such terms, including the amount to be paid for such license, and the security to be given, and such other arrangements as may to him seem just.

2. The Lieutenant-Governor shall express and define in each license so granted, as above, the maximum rate of tolls or rates, on payment of which persons and personal property shall be ferried over the river to which such license applies; the kind and size of vessels to be used in such ferrying; the hours during which the person holding such license shall be prepared to, and shall, ferry over persons and property, without delay.

3. It shall be the duty of every person holding a ferry license to keep at all times posted up in a conspicuous place on either side of the river, as near as possible the place of departure of such ferry, a schedule or clear statement, certified by the Clerk of the North-West Council, shewing the ferry rates and the hours of crossing.

4. Upon any person holding a ferry license being convicted before a Stipendiary Magistrate or Justice of the Peace of violating any of the terms or conditions of his license, or of insulting or otherwise ill-treating any person travelling over, or desiring to travel over, or use such ferry, or wilfully injuring or damaging any property in transit across such ferry, shall forfeit his license and be liable, in addition to such forfeiture, to a fine not exceeding one hundred dollars and costs of prosecution, and on non-payment thereof to be imprisoned for any period not exceeding two months, unless the fine and costs be sooner paid.

5. No such conviction shall bar the ordinary civil remedies for damages in favor of the person upon whose complaint such conviction took place.

6. Every vessel used for ferrying, as aforesaid, shall at all times be subject to the inspection of any person appointed for that purpose by the Lieutenant-Governor, and if at any time a person holding a ferry license fails to comply with the written directions of the inspecting officer, either by neglecting to repair, or not removing a vessel condemned; and providing a suitable vessel, within the time specified in such directions, such license shall be forfeited.

7. If any person unlawfully interfere with the rights of any licensed ferryman by taking, carrying and conveying within the limits of such ferry across the river on which the same is situate any person or personal property in any vessel or on any raft or other contrivance, for hire or reward, or hinders or interferes with such licensee in any way, or unlawfully does, or assists in doing, any act or thing by which the tolls and profits of such licensee are in any way lessened, such persons shall, on conviction before a Stipendiary Magistrate or Justice of the Peace, be liable to the same penalties as are enacted by the fourth section of this ordinance.

8. If any person using such ferry refuses to pay the proper tolls or rates chargeable, for ferrying himself or his property, the person holding the license of such ferry may forthwith seize any property in possession of the offender, then being ferried, and hold the same; and on conviction before a Stipendiary Magistrate or Justice of the Peace of non-payment as aforesaid, such offender shall be liable to the

penalties hereinbefore specified; for payment of which fine, and the tolls unpaid, and the costs of prosecution, the property so seized shall be liable for sale under a distress warrant.

9. Proceedings for penalties under this Ordinance shall be summary.

A true copy of Ordinance passed by the Lieutenant-Governor and Council of the North-West Territories on the 22nd day of March, A.D. 1877, which I certify.

(Signed) A. E. FORGET,
C. C., N.-W.

No. 8 of 1877.

AN ORDINANCE FOR THE PREVENTION OF PRAIRIE AND FOREST FIRES.

(Passed 22nd March, 1877.)

Be it enacted by the Lieutenant-Governor of the North-West Territories by and with the advice and consent of the Council thereof, as follows:—

1. Any person who kindles or is party to kindling a fire in the open air in any part of the said Territories, except for actual camp purposes or to protect buildings, stacks or other like property in danger of being destroyed by running fires or for clearing lands in the months of December, January, February, March, or April by burning log heaps sufficiently separated from surrounding brushwood or other inflammable material to prevent the fire from spreading, shall, on conviction thereof, pay a fine not exceeding one hundred dollars with costs of prosecution, and in default of payment be imprisoned for a term not exceeding six months.

2. Any person who kindles or is party to kindling a fire in the open air for any of the purposes allowed in the next preceding section, and who neglects taking effectual means to prevent such fire from running at large, or to extinguish it after such purpose has been served, shall, on conviction, be liable to a fine not exceeding fifty dollars, with costs of prosecution, and in default of payment to be imprisoned for a term not exceeding three months.

3. Nothing in this Ordinance shall bar or prevent the owner of private property from recovering damages from any offender against the first and second sections of this ordinance.

4. Prosecutions under this Ordinance shall take place in a summary manner.

5. It shall be the duty of all police and other peace officers upon view of an infraction of any of the enactments of this ordinance, forthwith to arrest the offender by the authority of this ordinance, and without further warrant bring him before a Judge, Stipendiary Magistrate Justice of the Peace, to be dealt with according to law.

6. In prosecutions upon information under this ordinance whereby conviction is secured and a fine paid or collected, the informer shall be entitled to receive one-half of the said fine.

7. This Ordinance shall come into operation on the first day of July, in the year one thousand eight hundred and seventy-seven; and on and from the said first day of July, one thousand eight hundred and seventy-seven, the Act passed by the late Council of the North-West Territories, intituled "An Act for the Prevention of Prairie and Forest Fires in the North-West Territories, of the Dominion of Canada," shall have no force or effect within the limits of the North-West Territories, as now by law defined.

A true copy of Ordinance, passed by the Lieutenant-Governor and Council of the North-West Territories, on the 22nd day of March, A.D. 1877, which I certify.

(Signed) A. E. FORGET,
C. C., N.-W. T.

No. 9 OF 1877.

AN ORDINANCE RESPECTING THE LICENSING OF BILLIARD AND OTHER TABLES, AND FOR THE PREVENTION OF GAMBLING.

(Passed 22nd March, 1877.)

Be it enacted by the Lieutenant-Governor of the North-West Territories, by and with the advice and consent of the Council thereof, as follows:—

1. No person shall carry on in the North-West Territories any of the callings hereinafter mentioned without first having obtained a license for that purpose, which license the Commissioner of Police serving in the Territories is hereby authorized to issue on payment of the annual fees following:—

(1.) Every billiard table keeper, for a single table, twenty dollars. For a second table, ten dollars.

(2.) For every bagatelle, Mississippi, pigeon-hole, or other gaming-table or board with balls, ten dollars.

2. All licenses issued by the Commissioner of Police under the authority of this Ordinance shall expire on the thirtieth day of June next after the date of the issuing thereof.

3. The Commissioner of Police shall make half-yearly returns of all licenses issued by him under this ordinance to the Lieutenant-Governor, paying over to him, on account of the revenue of the Territories, all moneys received therefor.

4. Any person who shall, without having first obtained a license, carry on any of the callings, or allow to be used for the purpose of play thereon any of the tables or boards hereinbefore named, shall be liable, on conviction before a Stipendiary Magistrate or Justice of the Peace, to a fine, for every such offence, of not less than one year's license fee, nor exceeding one hundred dollars, with costs of prosecution, and on non-payment thereof to be imprisoned for any term not exceeding three months, one-half of which fine shall be payable on collection thereof to the informer.

5. Every description of gaming, and all playing of faro, cards, dice, or any other game of chance with betting or wagers for or stakes of money, or other things of value, and all betting and wagering on any such games of chance is strictly prohibited and forbidden in the North-West Territories, and any person convicted before a Stipendiary Magistrate or Justice of the Peace of playing at or allowing to be played at or on his premises, or assisting or being engaged in any way, in any description of gaming as aforesaid, shall be liable to a fine, for every such offence, not exceeding one hundred dollars, with costs of prosecution, one-half of which fine shall, on collection, be payable to the informer, and on non-payment of such fine forthwith after conviction be imprisoned for any time not exceeding three months.

6. In order the more effectually to repress the offences specified in this Ordinance, every commissioned officer, and every constable of the police force serving in the Territories, is hereby authorized (by force, if necessary,) to enter any suspected place to arrest therein on view any person or persons found committing any of the offences aforesaid, and bring him or them before a Stipendiary Magistrate or Justice of the Peace, to be dealt with according to law, and also to seize any tables and other instruments and money and securities for money used in contravention of this ordinance (except tables the subject of annual licenses as aforesaid,) and the Stipendiary Magistrate or Justice of the Peace shall, upon conviction of an offender under this ordinance, order the said tables and other instruments to be forthwith destroyed, and the money so seized as aforesaid to be forfeited and applied towards the revenue of the North-West Territories.

7. This Ordinance shall come into operation and take effect on and after the first day of July of the present year, one thousand eight hundred and seventy-seven.

A true copy of Ordinance passed by the Lieutenant-Governor and Council of the North-West Territories, on the 22nd day of March, A.D. 1877, which I certify.

(Signed)

A. E. FORGET,

C. C., N.W.T.

No. 10 of 1877.

AN ORDINANCE RESPECTING THE ADMINISTRATION OF JUSTICE.

(Passed 22nd March, 1877.)

Whereas it is expedient to provide for the Administration of Justice in the North-West Territories;

Be it therefore enacted by the Lieutenant-Governor of the North-West Territories, by and with the advice and consent of the Council thereof, as follows:—

JUDICIAL DISTRICTS.

1. There are hereby formed in the North-West Territories, three Judicial Districts, to be known and distinguished respectively by the names, and comprised within the limits following:—

(1). "The Saskatchewan District" shall comprise all of the Territories bounded on the west, south and west by Alaska and British Columbia; and on the south-west, south and south-east, by the Red Deer River, the South Branch of the River Saskatchewan, and the River Saskatchewan, from the junction of the two branches thereof, until the said river strikes the District of Keewatin, on the east by Keewatin, and on the northern boundary of the territories;

(2). "The Bow River District," shall comprise all the Territories bounded on the north by the Red Deer and South Branch of the Saskatchewan Rivers, flowing eastward until the one hundred and eighth meridian of west longitude is reached; on the east by the said one hundred and eighth meridian of west longitude; on the south by the southern boundary of the Territories, and on the west by British Columbia;

(3). "The Qu'Appelle District" shall comprise all of the Territories bounded on the east by the District of Keewatin and the Province of Manitoba; on the south by the southern boundary of the Territories; on the west by the one hundred and eighth meridian of west longitude, south of the South Branch of the River Saskatchewan, and on the north-west and north by the South Branch of, and the main Saskatchewan River.

2. For each of the said judicial districts there is hereby constituted a court of civil and criminal jurisdiction, each of which shall have a seal to be approved of by the Lieutenant-Governor, and every process shall be sealed or stamped with the seal of the court from which it is issued.

3. The officers of the said courts and the records thereof, shall be kept respectively as follows:—

In the Saskatchewan District, at Battleford;

In the Bow River District, at Fort McLeod;

In the Qu'Appelle District, at Qu'Appelle Lakes.

Provided always that the Lieutenant-Governor may, if found more suited to the convenience of suitors, by order, transfer any of the said offices to some other locality.

JURISDICTION.

4. Subject to the provisions of "The North-West Territories Act, 1875," and any amendments thereto at any time or times, or any other Act of Parliament of Canada made or passed, the said courts shall respectively have jurisdiction over all matters of civil and criminal law and equity, all matters of wills and intestacy, and shall possess such powers in relation to local jurisdiction within their respective judicial districts, as in the Province of Ontario are vested in and distributed among the several Courts of Law and Equity and the Surrogate Courts.

CLERKS.

5. The Lieutenant-Governor shall have the power, unless exercised by the Governor-General, under the provisions of section sixty of the "North-West Territories Act 187" of appointing a clerk for each of the said courts, and providing for his remuneration.

6. Every Clerk before assuming the duties of his office, shall, before the Lieutenant-Governor or a Stipendiary Magistrate take the oath of allegiance and the oath of office prescribed by form A of the appendix at the end of this ordinance, and give the security of at least two sureties, to be approved of by the Lieutenant-Governor, in five hundred dollars each, such security to be by covenant, in the form B of the appendix at the end of this ordinance, one duplicate of which covenant and the oaths aforesaid, shall be filed in the office of the Clerk of the Council, and the other duplicate in the Registry Office for Deeds.

7. Such covenant shall be available to, and may be sued upon for any default, breach of duty or misconduct of any such Clerk, and a copy of every such covenant, certified by either the Registrar or Clerk of the Council, shall be received in Court as sufficient *prima facie* evidence of the due execution, and of the contents thereof.

8. If any surety, in any such covenant dies, or becomes insolvent, the Clerk for whom such person became surety, shall, within one month after the happening of such death or insolvency, give fresh security in the same manner as hereinbefore provided.

9. Each Clerk shall reside within a convenient distance of the Court Office, and shall attend at such office on all days, except legal holidays, between ten in the forenoon and four in the afternoon.

10. Each Clerk may, from time to time, when prevented from acting by illness absence or unavoidable accident, appoint a Deputy Clerk to act for him, with all the powers and privileges, and subject to the like duties as such Clerk; and such Clerk and his sureties shall be responsible for all the acts and omissions of the Deputy.

11. The duties of the Clerk shall be:—

(1.) In Civil matters

(a) To receive all complaints and other papers required by suitors to be filed in court.

(b) On payment of the proper fees, to issue all writs of summons, warrants, subpoenas, precepts, writs of execution and other documents rendered necessary or requisite for the effectual disposition of such matters; tax, costs, enter judgments, and register all judgments and orders pronounced, given and made; keep an account of all fines, fees and money payable or paid into court, and of all suitors' money received by him as such clerk, entering each sum in a proper cash book to be kept for such purpose.

(c) To keep a record or docketbook in which shall be entered regularly, under separate headings all the proceedings taken in any suit, all moneys received and paid out, and the persons to whom, and by whom the same have been paid, which book shall be accessible at all times to suitors and the public.

(2.) In Criminal matters:—

To receive from all Judges, Stipendiary Magistrates and Justices of the Peace, whose duty it shall be to transmit the same to him without delay, all proceedings had before them against persons committed for trial in Judicial District on criminal charges, and generally to do, execute and perform all such acts and functions in relation to criminal matters in the Judicial District, as would, under the laws in force in the Territories, be performed by Clerks of the Peace, in the Province of Ontario.

(3.) To do and perform all such other acts and duties as for the due administration of Civil and Criminal Justice, in the Territories, may, from time to time, be by Ordinance, or order of the Lieutenant-Governor imposed on such Clerks.

4. To make a return on the first day of the months of January, April, July and October in each year, verified by his oath, (which oath shall be taken before a Judge, Stipendiary Magistrate, or Justice of the Peace) to the Lieutenant-Governor, in such form as he may order, shewing all proceedings had in his office, civil as well as criminal, or before the court at any sitting thereof held, as also all moneys received and paid out, (specifying the parties by, or to whom, and the purpose) during the three months then next preceding, keeping a duplicate thereof similarly verified on file in the Court office.

PROCEDURE IN CIVIL MATTERS.

12. The Clerk, on receiving from any person (who will thereafter be styled the Plaintiff), a plain statement in writing of his complaint or cause of action, or particulars of his claim in the form of an account, and in case of a trespass or wrong, a like plain statement of the trespass or wrong complained of, with the amount of damages claimed, against any other person, (thereafter to be styled the defendant) together with the places of residence, temporary or otherwise, of both parties, shall file the same in his office, and issue a summons in the form C of said appendix, and (making as many copies of the same as there are defendants, with a clear copy of the complaint or demand attached to the original summons and each copy) transmit or deliver the same to the proper officer for service and return, personal service of which summons shall be made not less than twenty days before the sitting of the court named in the summons.

13. On receiving a return of such summons with certificate of personal service upon the defendant, in the form D of the said appendix, the Clerk shall file away the same and enter the case upon a schedule, to be regularly kept in his office, and called, "The Court List."

14. All periods and places for the holding of the said court, shall be advertised by the said Clerk, in the most public manner possible, and at all sittings, the Clerk shall be in attendance with the court list, and all the original papers on file in his office, in any cases named in such list.

15. The Clerk shall, on payment of the proper fees, fill up and issue such writs of subpoena, and copies as may be required by suitors; he shall also, in criminal cases, issue necessary subpoenas, and transmit the same for service in advance of any such sitting.

16. Any suit may be entered and tried in the court holden in the Judicial District where the cause of action arose, or in which the defendant or one of several defendants resides or carries on business at the time the action is brought.

17. But if a defendant be served with process in a district other than that in which the suit is entered, the case shall not be heard unless such service be effected not less than thirty days before the court is held, or unless the Defendant appears and consents thereto.

TRIALS.

18. The officer commanding the police force, stationed at or nearest the place where the sittings of the court are held, shall have and keep in attendance, during such sittings, a sufficient number of police, who during such period shall be subject to the order of the Judge or Stipendiary Magistrate presiding at such sitting, to preserve due order and decorum.

19. A plaintiff failing to attend the trial of his cause may, unless sufficient excuse to the satisfaction of the presiding Judge or Stipendiary Magistrate be shown, or appearing and failing to establish his case, be non-suited, and on a defendant failing to appear on a trial without sufficient excuse to the Judge or Stipendiary Magistrate be given, the plaintiff may proceed in his absence.

20. Trials may be postponed on the application of either party on sufficient grounds therefor being shown to the presiding Judge or Stipendiary Magistrate on such terms as to the payment of costs or otherwise as may be ordered.

21. The Judge or Stipendiary Magistrate shall in each case tried by him make and deliver a written judgment, and the same shall be regularly filed by the Clerk, and in cases whereby law appeals are allowed, he shall return to the Clerk the evidence taken on such trials.

22. Whenever from illness or other casualty, the Judge or Stipendiary Magistrate appointed to hold a court fails to attend at the time appointed therefor, the Clerk, at five o'clock in the afternoon of the day so appointed, shall adjourn such sitting by proclamation to some hour on the following day, to be by him named, and so on from day to day, (but not exceeding six days), until the Judge or Stipendiary Magistrate who is to hold such sitting as aforesaid is able to hold the same, or until he receives

other directions from such Judge or Stipendiary Magistrate; but, if after the expiration of the said period of six days the said Judge or Stipendiary Magistrate has not arrived or be still unable to attend, he shall adjourn the court to the next regular sitting of the same, and the Clerk, on making any such adjournment, shall, forthwith, notify the Lieutenant-Governor thereof.

APPEALS.

23. In civil cases where by-law appeals are authorized any suitor desiring to appeal may do so at any time before execution of judgment by leaving with the Clerk a notice of appeal and furnishing such security as the Judge or Stipendiary Magistrate who tried the case may direct.

24. Upon such security being given, all the original papers, including the evidence taken, exhibits filed, and judgment or decision given, shall be without delay by the Clerk to the Court of Appeal.

25. Pending such appeal, all proceedings in the original case shall be stayed.

26. On any judgment in appeal being pronounced, such proceedings shall be taken by the Clerk as will carry into effect the orders made by the Court in Appeal.

27. In any criminal case in which appeal is allowed by law, and in which the person convicted gives notice of his intention and desire to appeal, the Clerk shall transmit all papers relating to such case together with the evidence taken on the trial and judgment returned to such Clerk, to the Court of Appeal, and pending the appeal and judgment thereon, sentence pronounced on such convicted person shall not be carried out, and on such judgment in appeal being given, the same shall be carried into effect either by new trial or otherwise as directed by the Court in Appeal.

28. Judgments of the Court shall be entered by the Clerk making up a judgment paper following the form E of the Appendix at the end of this ordinance, according to circumstances and also entering the same in the Docket or Record Book, and such entry shall be a good and sufficient judgment and record thereof.

EXECUTIONS.

29. In case of non-payment of the amount of any judgment or some part thereof at or immediately after the entry of the same or as directed by the Judge or Stipendiary Magistrate who tried the case, the Clerk shall, at the request of the party in whose favour the said judgment has been entered, issue a writ of execution in the form F of said Appendix for the levying of the amount due on the said judgment and costs, by distress and sale of the goods and chattels, and personal property (not exempt from seizure thereunder) of the party against whom the said judgment has been so entered.

30. Such execution shall be in force twelve months from the date of the issue thereof, but no sales of personal property seized thereunder, shall be made without such sale being advertised for at least ten days by public notice thereof, describing the property to be sold, in not less than three public places in the neighbourhood.

31. Upon a return of any execution against goods and chattels *nulla bona*,—the party in whose favour the same is issued may, if over three dollars of his judgment remains unsatisfied, have an execution against the lands and tenements of the judgment's debtor for such balance, in the said form F, but no sales of any lands or interest therein shall be made until after six months from the date of such execution nor until three months' notice of such sale has been posted in a conspicuous place in the clerk's office, and at the police-station nearest the land intended to be sold, and on the said land.

32. Goods, chattels, personal property, lands and interest therein shall be bound by the issue of executions against the same respectively.

MISCELLANEOUS.

33. The Lieutenant-Governor may, from time to time, fix the allowances and salaries payable to all officers and officials performing any services in connection with the court.

34. Witnesses attending the trial of any cause whether subpoenaed or not, shall be entitled to receive one dollar for every day's absence from their homes, or occupation, thereby necessarily taken, with ten cents mileage for every mile travelled in going to, or returning from the court, and the Clerk on entering final judgment shall add to the costs on taxation such sum for witness fees, as also such allowance to either suitor, not exceeding regular witness fees, as shall be certified by the Judge or Stipendary Magistrate who tried the cause.

35. Minors may sue for wages in the same way as if of full age.

36. As far as possible, consistently with the circumstances of the country the laws of evidence and the principles which govern the administration of justice in the Province of Ontario shall obtain in the courts; but in all cases the evidence of non-Christian Indian witnesses shall be admissible, taken in conformity with section 74 and 78 of "The Indian Act, 1876" of Canada, which sections are hereby declared to be part and parcel of this ordinance.

37. Towards the maintenance of the court fees, in accordance with Schedule G in the Appendix, shall be payable to the Clerk by suitors in advance on the several proceedings named in the said Appendix, including a sufficient sum to cover mileage fee to execute process; and all moneys of such fund shall be accounted for quarterly to the Lieutenant-Governor and paid over, as may, by order of the Lieutenant-Governor, be directed.

38. Except subpoenas all processes of the court shall be executed and served by the Sheriff or some member of the police force, serving in the territories, or such other person as may from time to time be authorized by a Judge or Stipendary Magistrate.

39. Subpoenas (as in form II in said appendix) may be served by any literate person.

40. All male persons over twenty-one years of age, resident in the Territories, shall be jurors, and liable to serve as such on the trial of any civil or criminal case, on the order of the Judge or Stipendary Magistrate presiding at such sittings of the court at which the said case is set for trial; and it shall be the duty of the Clerk, previous to each court sitting, to ascertain the names of all jurors within fifty miles of the place of such sitting, and deliver to the Judge or Stipendary Magistrate at or before the opening thereof, a list of such names, from which shall be drawn, by ballot, by the presiding Judge or Stipendary Magistrate (in the event of there being any cases to be tried at such court by jurors) a sufficient number of jurors for trial of the same.

41. Any person who, after being served with an order to attend any sittings of the Court as a juror, neglects or refuses to attend in obedience to such order, shall be liable to a fine not exceeding forty dollars, or to be imprisoned for any term not exceeding ten days, to be imposed by the said Judge or Stipendary Magistrate.

42. Every person, proved in open court, to have been served with a copy of a subpoena, and to whom at the same time a tender of his lawful expenses is made, who refuses or neglects without sufficient cause to obey the subpoena; and every person in Court called upon to give evidence, who refuses to give evidence, shall pay such fine not exceeding twenty dollars, as the Judge or Stipendary Magistrate presiding at the sitting of the said court, at which the cause wherein such person is required as a witness, may impose, and in default of payment of such fine be imprisoned for any time not exceeding ten days.

43. If any person wilfully insults a Judge or Stipendary Magistrate, presiding or sitting in court as such, or interrupts the proceedings of the court, the police in attendance shall forthwith, by verbal direction of such Judge or Stipendary Magistrate take, such person into custody, and the Judge or Stipendary Magistrate may impose on the offender a fine not exceeding fifty dollars, and in default of immediate payment may, by warrant, order the offender to be imprisoned for any period not exceeding twenty days, unless such fine and the costs attending such commitment be sooner paid.

44. If any officer or person, while in the execution of any duty imposed upon him by virtue of this Ordinance be assaulted, or if any rescue be made or attempted

to be made, of any property seized under any process of the court, the person so offending, on conviction before a Judge, Stipendiary Magistrate or Justice of the Peace, shall be liable to a fine not exceeding one hundred dollars, or to be imprisoned with or without hard labour for any term not exceeding thirty days; and any peace officer may, in such case, take the offender into custody with or without warrant and bring him before any Stipendiary Magistrate or Justice of the Peace to be dealt with under this section.

45. Fines imposed under the authority of this Ordinance at any sittings of the court may be enforced upon the order of the Judge or Stipendiary Magistrate presiding thereat in like manner as any judgment.

46. Prosecutions for anything done under authority of this Ordinance must be commenced within three months after the fact committed.

47. All moneys recovered or arising from any source under this ordinance shall be paid over immediately after receipt thereof to the Clerk, to be by him accounted for as herein provided.

48. In case of a debt or demand against two or more persons partners in trade or otherwise jointly liable, service of process on one or more of whom cannot be effected, the Clerk, at the request of the plaintiff, may place such case on the "Cause List," and the Judge or Stipendiary Magistrate holding the court for trial of such cause list may, at the plaintiff's request, strike out the name or names of the defendants not served, and dispose of the case on its merits.

49. Until regular gaols or lockups have been established in the North-West Territories for confining persons sentenced to imprisonment under the provisions of this or any other ordinance or law, such imprisonment may be directed to be enforced at any of the police stations in the said Territories; and the Commissioner of Police is hereby authorized to make rules and regulations for enforcing order and discipline, and for fixing the rations and sustenance of prisoners, which rules and regulations having been approved of by the Lieutenant-Governor, shall have the force of law.

50. During the lives of the parties to a judgment or any of them, execution may issue at any time within six years from the recovery of such judgment without a revival thereof; but no execution or other process shall issue on a judgment more than six years old, without the leave of a Judge or Stipendiary Magistrate in writing; but no notice to the party against whom such execution is sought previously to applying for such leave shall be expressed on the execution "issued by leave of

51. Any judgment in case of the death of the parties entitled thereto, or liable thereon, may be revised by the parties claiming to be entitled to have execution thereon, by suing out an ordinary summons, the claim or demand attached to which shall be for the revival thereof, and shew briefly the grounds on which such revival is sought, and thereupon the like proceedings shall follow as in other cases entered in the Court.

52. Where one or more of several plaintiffs or defendants shall die before judgment, the action shall not abate, if the cause of action survive, to or against the surviving party.

53. Where one or more of several plaintiffs or defendants shall die after judgment, proceedings thereon may be taken by the survivors or survivor without leave of the court.

54. In any case in which the claim or demand of the plaintiff is for the recovery of the possession of real estate, upon judgment for the plaintiff, the same shall be executed by the Clerk issuing a writ of "*Habere facias possessionem*" in the form I. of the appendix to this ordinance, but the person against whom such writ is issued shall not be turned out of possession until after fifteen days' notice to remove therefrom has been given him by the officer charged with the execution of such writ.

55. Writs of execution of every description, and writs of attachment directed to the Commissioner of Police serving in the Territories, may be executed by any

commissioned officer or constable of the force without the special warrant of the Commissioner, and may be executed anywhere in the said Territories.

56. *Alias* and *Pluries* writs of summonses and execution may be issued in all cases.

ABSCONDING DEBTORS.

57. In case any person being indebted in a sum of not less than twenty dollars for debt or damages arising upon any contract expressed or implied, or upon any judgment,—

(1). Absconds from the North-West Territories, leaving personal property liable to seizure under execution for debt in the said Territories; or

(2). Attempts to remove such property out of the Territories or keeps concealed to avoid service of process, the Clerk, upon receiving an affidavit made before any Justice of the Peace, or before himself, by any creditor of such person, or his agent, of the nature and amount of such indebtedness, and that such debtor has absconded, attempted to remove property or keeps concealed as aforesaid, the Clerk shall issue a warrant or writ of attachment under the seal of the Court in the form J. of said appendix, directed to the Sheriff, or to the officer commanding the police force of the station at or nearest to which the said property is described by the creditor in his affidavit to be, commanding him to attach, seize, take and safely keep all the personal property and effects of such debtor liable to seizure under execution, or a sufficient portion thereof to secure the claim sworn to and costs, and to return such warrant to the Clerk.

58. If no summons has previously issued, the issue of such attachment shall be considered the commencement of the action, but no further proceedings shall be had (except in the case of perishable goods) until thirty days after the return to the Clerk of the said warrant, a copy of every such warrant or writ of attachment shall be served on the debtor against whose effects the same is issued at the time of making any seizure thereunder, or as soon thereafter as such service can be effected, if the said debtor can be found; but if such personal service cannot be effected, a copy thereof shall be left with some grown up person resident at the place where such seizure is made, or, if no person is resident, posted in a conspicuous place on the premises.

59. With the return of any such warrant or writ of attachment, the officer charged with the execution thereof, shall transmit, annexed thereto, an inventory of the property seized, and the value thereof, according to the best of his judgment, and a certificate of the manner in which service of such writ has been effected, whereon the case shall be entered on the court list for trial and proceedings conducted to judgment and execution as in ordinary cases.

60. Upon the seizure of any property under the warrant hereinbefore described, the person against whom the same was issued, may have the said property returned to him upon giving to the seizing officer or the Clerk, good and sufficient security for such debt as the plaintiff may establish on the trial, and costs of suit incurred to that time, or paying the same.

61. In case several warrants of attachments issue against the same person, the proceeds of the property seized shall be distributed *pro rata* upon the judgments obtained at the time of such distribution; but no such distribution shall be made until after the sittings of the court next following the first judgment, provided there be at the last named period other warrants of attachment outstanding, the time for disposing of which have not arrived.

62. Where a warrant of attachment has been issued at any time after personal service of a summons upon the defendant, the cause shall be proceeded with, as if no such warrant had been issued.

63. If on trial of any case in which a warrant of attachment has been issued, it appears on proof, to the satisfaction of the presiding judge or stipendiary magistrate that the creditor who sued out such warrant had not reasonable cause for taking such proceedings, he shall recover no costs of his suit.

64. Horses, cattle and perishable goods may, at the written request of any attaching creditor, and upon his furnishing sufficient indemnity, be sold by the seizing officer on ten days' public notice being given in the same way as notices of sale under executions against personal property, the proceeds being paid over to the Clerk immediately after such sale.

GARNISHEE.

65. Whenever any debt or sum of money, not being a claim strictly for damages, is due and owing to any party from any other party, either on a judgment of the court or otherwise, and any debt is due or owing to the debtor from any other party, it shall be lawful for the party to whom such first mentioned debt or sum of money is so due or owing (hereinafter designated the primary creditor) to attach and recover, in the manner herein provided, any debt due or owing to his debtor (hereinafter designated primary debtor) from any other party (hereinafter designated the garnishee) or sufficient thereof to satisfy the claims of the primary creditor, subject always to the rights of other parties to the debts owing from such garnishee.

66. Provided always, that wages or salary due a mechanic, labourer, servant, clerk or other employé, shall only be attachable for any excess thereof over fifty dollars.

67. Proceedings under the next preceding section shall be by summons in the form K of the said appendix, copies of which shall be served upon the garnishee, and on the primary debtor, unless such last named service be dispensed with on the hearing, and the proceedings thenceforward shall be the same as in ordinary cases in the court, the garnishee having all the rights and privileges of a defendant, but execution shall not issue upon any judgment had against the garnishee for a larger amount than the amount owing by him to the primary debtor, and costs of suit, or until the amount so owing has (between the garnishee and primary debtor) become due and payable.

68. Service of such summons upon the garnishee shall have the effect (subject to the rights of other parties) of attaching and binding in his hands all debts then owing from him to the primary debtor, or sufficient thereof to satisfy such primary creditor's claim, and a payment into the court by the garnishee of the debt so attached to the extent of the primary creditor's claim, shall be a discharge to that extent of the debt owing by the garnishee to the primary debtor, and any payment by the garnishee after service on him of such summons to any one other than the primary creditor, or into the court, as aforesaid, shall be void.

INTERPLEADER.

69. When any claim shall be made to or in respect of any goods, chattels, moneys, securities or other property taken in execution, or attached under process from a court, or the proceeds or value thereof by any landlord for rent, or by any person not being a party against whom such process has issued, the officer charged with the execution of such process may apply, to the Clerk of the Court of the Judicial District in which such property has been so taken, and whether before or after any action has been brought against such officer, and sue out an interpleader summons in the form L of the appendix at the end of this ordinance, and such summons shall be a stay of any such action, and shall be served on the execution or attaching creditor and claimant, and shall be returned in such time and manner as a writ of summons in an ordinary action, and shall come on for hearing as in ordinary cases, and at regular sittings of the court.

70. In cases of interpleader the costs shall as a rule abide the event of the issue except the Judge or Stipendiary Magistrate presiding at the hearing shall otherwise order; and the costs of the bailiff or other officer in respect of the same, shall be costs in the issue; but in the first instance shall be paid to him by the execution or attaching creditors.

71. Pending the adjudication of any such claim, the bailiff or other officer may, upon proper security being given to him by bond or otherwise for the forth coming

and delivery to him of the property so taken or the value thereof when demanded, permit the claimant to retain possession of the same until there shall be final adjudication in respect of the same; but in every such case, it shall be competent for the said bailiff or other officer at any time he shall see fit to resume the actual and absolute possession and custody of the said property notwithstanding such bond or security.

REPLEVIN.

72. Whenever any goods, chattels, or other personal property or effects have been wrongfully distrained or otherwise wrongfully taken or detained, the owner or other person capable of maintaining an action of trespass or trover, for such wrongful distress, taking or detention; may bring an action of replevin for the recovery thereof, and for the recovery of the damages sustained by reason of such unlawful caption or detention; but nothing herein contained shall authorize the replevying any property seized by the Sheriff or any other officer charged with the execution of any process issued out of the court.

73. Writs of replevin shall be issued by the Clerk of the court upon the plaintiff or his duly authorized agent making making an affidavit before the Clerk,—

(1.) Embodying a description of the property sought to be replevied and the value thereof to the best of the deponent's belief, and that the person claiming as the owner or is entitled to the possession of the said property;

(2.) Further stating if replevin be sought in the case of property distrained for rent, or *damage feasant*; that the property was taken under colour of a distress for rent or *damage feasant*, as the case may be;

(3.) Or in the case of property wrongfully taken out of the possession of the claimant or fraudulently got out of his possession, stating in addition to the particulars required by subsection one of this Section the time (which must be within three calendar months) and the wrongful or fraudulent manner in which the same was taken or gotten out of his possession, and such facts and circumstances as shew that the claimant is entitled to the possession of the property, and that an action of trespass or trover would not be a complete remedy.

74. Before the Clerk shall issue the writ which shall be in the form M of the said appendix, and shall describe the property as in the affidavit, he shall take a bond to himself with approved securities in double the value of the property to be replevied as stated in the affidavit and the writ, which bond shall be in the form N of the said appendix, and be assignable to the Defendant in the form O of the said appendix.

75. The Sheriff or other officer charged with the execution of any such writ, shall not serve the same upon the defendant until he has replevied the property described in the writ, or such part thereof as can be found, and in case the said Sheriff or other officer has good reason to suspect that the property to be replevied or any part thereof, is secured, contained or concealed in any dwelling-house, building or enclosure of the defendant or of any other person keeping or holding the same; and the said Sheriff or officer demands from the owner, occupier or other person in charge of the premises aforesaid, deliverance of the said property, and the same shall not be delivered upon such demand, he may, and if necessary he shall break open such premises, and enter and search the same for the purpose of replevying the property demanded, and if found therein replevy the same.

76. Upon replevy of the property described in the writ or such part thereof as can be found, the Sheriff or other officer having the writ as aforesaid, shall serve a copy of the same upon the defendant personally, if he can be found, otherwise by leaving a copy at his usual or last place of abode with his wife or some other grown person, being a member of his household or an inmate the place or house where-ever the defendant resided or resides, or made or makes his home as aforesaid, and upon making such service as aforesaid, shall make return of the said writ to the Clerk of the Court and transmit annexed thereto a description of the articles replevied, and the value thereof to the best of his judgment, and if such description does not cover all the property named in the writ, the reason why he has been

unable to replevy the same; and he shall certify the manner in which the said writ has been served on the defendant, and the date and place of such service, and proceedings thereafter shall be as in ordinary actions.

77. Upon a verdict for the defendant or upon the plaintiff being non-suited, the defendant may proceed in his own name upon the bond as assignee thereof.

SURROGATE.

78. Application for the grant of probate or administration shall be made to the Clerk of the District, in which the deceased died leaving personal property, who shall forthwith bring the application before the Stipendiary Magistrate resident in his division, or if there be none, then before the nearest Stipendiary Magistrate.

79. Each Stipendiary Magistrate before whom any such application is brought, shall have powers to grant probate and administration similar to those possessed by Surrogate Judges in the Province of Ontario, on the first day of January, 1877, (excepting trials by jury.)

80. It shall be lawful for a Stipendiary Magistrate, on proof before him on oath, that the property of a deceased person is going to waste for want of a caretaker, to order possession thereof to be taken by some commissioned officer of the police force (the same being first inventoried), and to be kept until a representative of such deceased person has been duly appointed.

81. Upon the application of any infant or friend or friends of such infant residing within the Territories made to the Clerk of the District within which such infant is resident, and the filing of proof on oath, that such infant has no father living, or any legal guardian authorized by law to take care of his person and property, and that the mother is alive, or proof of her death, such Clerk shall forthwith transmit such application and proof to the Stipendiary Magistrate resident in his District, or if none resident, then the one nearest, who, having fixed a time for the hearing of such application, and the mother, if alive, and any other party interested been notified thereof through the Clerk, may appoint some suitable person or persons to be guardian or guardians of such infant, and upon a proper bond being given for the due care of and accounting for such infant's estate, to issue letters of guardianship to such person or persons.

82. The Rules and Forms in force and use in the said Surrogate Courts of Ontario, on the 1st day of January, 1877, shall, so far as are suited to the circumstances of the Territories, apply therein.

83. This Ordinance shall come into force and take effect on, from and after the 1st day of July, 1877.

A true copy of Ordinance, passed by the Lieutenant-Governor and Council of the North-West Territories, on the 22nd day of March, A.D. 1877, which I certify.

(Signed) A. E. FORGET,
Chief Clerk, N. W. T.

APPENDIX OF FORMS AND SCHEDULE REFERRED TO IN THE FOREGOING ORDINANCE.

FORM A.—(Vide Section 6.)

I, _____ do swear,
that I will truly and faithfully perform the several duties of Clerk of the
Court, to which I have been appointed, without fear,
favour, or malice.
So help me God.
Sworn before me, at _____
this _____ day of _____ in the North-West Territories,
A.D. 18 ____.

FORM B.—(*Vide Section 6.*)

Know all men by these presents, that,
We,

(Esquire), and

of

(gentleman),

Do hereby jointly and severally for ourselves and each and every of our heirs, executors and administrators, covenant, and promise that

Clerk of the

Court, shall duly

account for, and pay over to the Lieutenant-Governor of the North-West Territories, and every other person whomsoever entitled to the same, all such fees and monies as the said

shall receive by virtue of the

said office of Clerk, and shall well and faithfully do and perform the duties imposed upon him as such Clerk by law, and shall not misconduct himself in the said office to the damage of any person being a party to any legal proceeding.

Nevertheless, it is hereby declared that no greater sum shall be recovered upon this covenant against the several parties hereto than five hundred dollars each.

Executed in duplicate this

day of

A.D. 18.

In presence of

[L. S.]
[L. S.]

FORM C.—(*Vide Section 12.*)

CANADA :
NORTH-WEST TERRITORIES. }

In the

Court.

Victoria, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, &c., &c.,

To

of

You are hereby, as before or as often before as you were summoned (if summoned before) summoned, to be and appear at the sittings of this Court, to be holden at on the day of

A.D., 18 , at the hour of ten o'clock in the forenoon, to answer the claim of

a copy of which claim is hereunto annexed.

And take notice in the event of your not so appearing, the said may proceed to judgment against you by default with costs.

Issued at

in the

North-West Territories, this

day of

A.D., 18

Clerk of the Court.

Case will not be heard unless service of the summons, at least twenty days before the sittings of the Court herein, or unless the parties consent thereto.

FORM D.—(*Vide Section 13.*)

(INDORSED ON FORM C.)

I, do hereby certify that I did on the day of A.D. 18 , personally serve upon named in the within summons, a copy of the said summons and claim thereto annexed.

And that to effect such summons I necessarily travelled

miles.

Dated at

this

day of

A.D., 18

Constable of

Division, N.W.M.P.

FORM E.—(*Vide Section 28.*)

CANADA: }
 NORTH-WEST TERRITORIES. }
 In the

Court.

Between

Plaintiff.

and

Defendant.

Judgment for
 Witness fees allowed, \$
 Costs taxed, \$
 Total of judgment, \$

Clerk of the Court.

FORM F.—(*Vide Section 29 and 31.*)

CANADA, NORTH WEST TERRITORIES.

In the Court
 Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland,
 Queen, Defender of the Faith, &c., &c.

To or the Commissioner
 of the Police Force serving in the North West Territories.

You are commanded that of the (goods and chattels and personal property), or
 (lands and tenements as the case may be) of in
 the North West Territories, you cause to be made

dollars, and cents, which lately by the
 judgment of the said court recovered against him for

And that you cause the said money, together with the fees for execution thereof, to
 be returned to the Clerk of the said Court, together with this writ, immediately
 after the execution thereof.

Issued at
 this day of
 A. D., 18

Clerk of the Court.

SCHEDULE G.—(*Vide Section 37.*)

TABLE of Fees referred to in the foregoing Ordinance.

	Where Claim is for.			
	Not exceeding \$100.	\$400.	\$1,000.	Over \$1,000.
	\$ cts.	\$ cts.	\$ cts.	\$ cts.
Receiving each claim and issuing summons thereon and issuing every other process (except subpoenas), and entering every judgment.....	1 00	2 00	3 00	5 00
Every subpoena	0 50	1 00	1 00	1 00
Every copy of summons and every necessary copy of other process, including notice to each Juror to attend Court	0 25	0 50	0 50	0 50
Every copy of subpoena.....	0 25	0 25	0 25	0 25
Hearing Fee in cases not actually contested.....	1 00	2 00	2 00	2 00
do in contested cases.....	2 00	4 00	6 00	10 00
Preparing and having executed every necessary bond.....	2 00	2 00	2 00	2 00
Making copies papers (per folio).....	0 15	0 15	0 15	0 15
do affidavits (each)	0 50	0 50	0 50	0 50
Certificate, with Seal of Court.....	0 50	0 50	0 50	0 50
Every search by any person not a suitor, unless the same is over one year old.....	0 25	0 25	0 25	0 25

SCHEDULE G. Continued.

Preparing and transmitting Civil Case for appeal.....	\$10 00
Preparing papers for Probate of Will or letters of Administration and issuing the same,—	
If estate sworn under \$500.00.....	10 00
If over \$500.00 and under \$1,000.00.....	15 00
If over \$1,000.00 and under \$5,000.00.....	20 00
If over \$5,000.00 ..	30 00
And the actual cost of every advertisement.	

SERVICE FEES.

Fee for every service of process.....	50
Fee for seizing or replevying property.....	2 00
Mileage, for every mile necessary travelled, in executing process or serving papers.....	15
Poundage on money realized under execution,—	
For the first \$1,000.00 two and a half per cent.	
On all over \$1,000.00 one per cent.	
Taking care of property, replevied or attached, such sum in each case, as the Judge or Stipendiary Magistrate may order.	

FORM II.—(Vide Section 39.)

CANADA, }
NORTH-WEST TERRITORIES. }

In the

Court

Plaintiff,

Defendant.

You and each of you whose names are written hereinunder, are hereby subpoenaed to be, and appear before this Court as witnesses for the on the trial of this cause at the sittings to be held at on the day of A.D. 18 , and take notice that on failure to attend as aforesaid (without showing good cause therefor), you are severally liable to be fined twenty dollars, or to be imprisoned for ten days.

Issued at the day of
A.D. 18 .
To

Clerk of the Court.

FORM I.—(Vide Section 54.)

CANADA, }
NORTH-WEST TERRITORIES. }

In the

Court

Victoria by the grace of God of the United Kingdom of Great Britain and Ireland,
Queen, Defender of the Faith, &c., &c.

To

Whereas lately by a Judgment of this Court recovered possession of at the suit of the said against You are commanded without delay to cause the said to have possession of the said property.

And you are also commanded that by the goods and chattles of the said
 you cause to be made dollars award by the
 said judgment to the said for costs of suit.
 And in what manner you shall have executed this writ certify to this court
 immediately after the execution thereof with this writ.

Issued at this day of

A.D. 18

To

Clerk of the Court.

FORM J.—(Vide Section 57.)

CANADA,
 NORTH-WEST TERRITORIES. }

In the Court
 Victoria by the grace of God of the United Kingdom of Great Britain and Ireland,
 Queen, Defender of the Faith, &c., &c.

To (the Sheriff of the North-West Territories) in
 command of the Police Force at station.
 You are commanded to attach, seize and safely keep all the real estate and personal
 property, credit and effects, together with all evidences of title, debts, books and book
 or other documents, vouchers and papers belonging thereto or otherwise of
 to secure and satisfy
 a certain debt or demand of \$

(the sum sworn to) with his cost of action, and to satisfy the debt and demand of such
 other creditors of the said as shall
 duly (within the time by-law allowed) sue out their writs of attachment and prose-
 cute the same to judgment.

And the said , is commanded that, unless he
 appears at the sittings of the court to be held at on
 the day of , A.D. 18 , at ten o'clock
 in the forenoon, to answer such claim, the said may
 proceed to judgment and execution against him by default with costs, without any
 further notice.

And we command you, the said , or police
 officer (as the case may be), that so soon as you shall have executed this writ, you do
 return the same with a certificate of your action thereunder.

Issued at this day of
 , A.D. 18

Clerk of the Court.

N.B.—The case will not be heard unless service of this summons be made at
 least twenty days before the sittings of the Court named here n, or unless the parties
 consent thereto.

FORM K.—(Vide Section 67.)

CANADA,
 NORTH-WEST TERRITORIES. }

In the Court.
 Between

and

Plaintiff and Primary Creditor.

and

Defendant and Primary Debtor.

Garnishee.

You, the above named garnishee, and you, the above named primary debtor, are hereby summoned to appear at the Sittings of this Court to be holden at on the _____ day of _____ A. D. 18 _____ at the hour of ten o'clock in the forenoon, to state and show whether or not you, the said garnishee, owe any and what debt to the primary debtor, and why you should not pay the same into Court to the extent of the claim set forth in the demand thereunto annexed. And take notice that in default of you so appearing, the plaintiff may proceed to judgment and execute against you, the said garnishee, to the extent of the plaintiffs claim with costs.

Issued at

this

day of

A. D. 18

Clerk of the Court.

N.B.—The case will not be heard unless service of the summons be made at least twenty days before the sittings of the Court named therein, or unless the parties consent thereto.

FORM L.—(Vide Section 61.)

CANADA,
NORTH-WEST TERRITORIES. }

In the

Between

Court

Plaintiff.

and

Defendant.

To

Claimant.

and

Plaintiff.

You, the said Claimant, are hereby summoned to appear at the sittings of this Court, to be holden at _____ on the _____ day of _____ A.D. 18 _____, at ten o'clock in the forenoon, touching a claim made by you, the said claimant to certain goods and chattles, to wit seized, or taken into execution, or under attachment (as the case may be) and in default of your then establishing such claim, the said goods and chattles will be sold, or the money, &c., paid and delivered over (if the question be about money) according to the exigency of the said process.

And you, the said Plaintiff are hereby notified that

_____ hath made the claim aforesaid, to the goods and chattles (or as the case may be) seized and taken under the process of this action, and are hereby summoned to appear, and be at the sittings of this Court, at the place and hour aforesaid, when the said claim will be adjudicated upon, and such order made thereupon as the Court shall deem fit.

Issued at

day of

this

A. D. 18

Clerk of the Court.

N.B.—The case will not be heard unless service of this summons be made at least twenty days before the sittings of the court named therein, or unless the parties consent thereto.

FORM M.--(*Vide Section. 74.*)

CANADA.—NORTH—WEST TERRITORIES.

In the Court
 Victoria by the Grace of God of the United Kingdom of Great Britain and Ireland,
 Queen, Defender of the Faith, &c., &c.

To
 Sheriff of the North-West Territories.

To
 Commanding the police force in the North-West Territories.

You are hereby commanded without delay to cause to be replevied to
 his goods, chattles and personal property
 following, that is to say

the said which
 to be of the value of alleges
 and which dollars
 hath taken and unjustly detained (or unjustly detains as the case may be) as it is said
 in order that the said may
 have his just remedy in that behalf, and to summons the said
 to be and appear to answer the said complaint at the Court holden
 at on the day
 A. D. 18

Otherwise the said
 and execution against you by default with costs.

may proceed to judgment

Issued at
 Territories this

day of

in the North-West
 A.D. 18
 Clerk of the Court.

N.B.—The case will not be heard unless service of this writ be made at least
 twenty days before the sitting of the Court named therein or unless the parties
 consent thereto.

FORM N.—(*Vide Section 74.*)

Know all men by these presents that we

of
 of and
 of are jointly and severally
 held and firmly bound to
 the Clerk of the Court in the
 sum of dollars of lawful
 money to be paid to the said Clerk, his successor in office or either of their assigns
 for which payment well and truly to be made we bind ourselves and each and every
 of us in the whole, our and every of our heirs, executors and administrators firmly by
 these presents sealed with our seals dated this
 day of one thousand
 eight hundred and

The condition of this obligation is such that if the above bounden
 do prosecute his suit in the court with effect
 and without delay against for taking
 and unjustly detaining (or unjustly detaining as the case may be) of his goods, chattels
 and personal property that is to say

(As in the Affidavit filed) and do make return of the property if a return thereof be adjudged and if the Plaintiff fails in his action, do and shall pay the defendant such damages as he shall sustain by reason of the issuing of the Writ of Replevin against the said defendant, then this obligation to be void, or else to remain in force

Signed, sealed and delivered }
 & in presence of }

[L. S.]
 [L. S.]
 [L. S.]

FORM O.—(Vide Section 74.)

Know all men by these presents that I
 Clerk of the
 within named
 this Replevin Bond pursuant to the Statute in such cases made and provided

Court at the request of the
 do hereby assign over to him

As witness my hand and
 seal of office, at
 the day of

A. D. 18

Sealed and delivered }
 in presence of }

[L. S.]

No. 11 OF 1877.

AN ORDINANCE EXEMPTING CERTAIN PROPERTY FROM SEIZURE AND
 SALE UNDER EXECUTIONS.

(Passed 22nd March, 1877.)

Be it enacted by the Lieutenant-Governor of the North-West Territories, by and with the advice and consent of the Council thereof, as follows:—

1. The following personal and real estate are by this Ordinance, declared free from seizure by virtue of all writs of execution issued by any Court in the Territories, namely:—

(1.) The bed, the bedding, and bedstead, the necessary and Ordinary clothing, one stove and pipe, one table, one spinning wheel, one weaver's loom, one axe, one saw, one gun, six traps, the net or seine and the necessary and ordinary kitchen and cooking utensils and table crockery belonging to and in the ordinary use of the debtor and his family;

(2.) One cow, two oxen, one horse, four sheep, two pigs, and food for the same, and the necessary food for the debtor's family for one month, if between the first days of May and November, and, during the residue of the year, three months;

(3.) The tools and necessities and books used by the debtor in the practice of his trade or profession; if the debtor is a mechanic, to the value of one hundred dollars; but to the value of two hundred dollars if the debtor is a professional man or farmer;

(4.) The land cultivated or farmed by the debtor, but not exceeding one hundred and sixty acres, with the house, stables, barns and fences thereon.

2. The debtor shall be entitled to a choice from the greater quantity of the same kind of articles which are hereby exempted from seizure.

3. Nothing in this Ordinance shall exempt from seizure any article, except the food, clothing and bedding of the debtor and his family, the price of which forms the subject-matter of the judgment upon which execution against the debtor is issued.

A true copy of Ordinance passed by the Lieutenant-Governor and Council of the North-West Territories, on the 22nd day of March, A.D., 1877, which I certify.

(Signed) A. E. FORGET,
 C. C., N.W.T.

No. 12 of 1877.

AN ORDINANCE TO MAKE DEBTS AND CHOSSES IN ACTION ASSIGNABLE
AT LAW.

(Passed 22nd March, 1877.)

Be it enacted by the Lieutenant-Governor of the North-West Territories, by and with the advice and consent of the Council thereof, as follows:—

1. Every debt and chose in action arising out of contract, except bills of exchange, promissory notes or instruments which are negotiable or in respect of which the property therein passes by mere delivery, shall be assignable at law by any form of writing which shall contain apt words in that behalf, but subject to such conditions and restrictions in respect of the right of transfer as may appertain to the original debt or as may be connected with or contained in the original contract.

2. The Assignee of any such debt or chose in action possessing at the time the whole and entire beneficial interest therein, and the right to receive the subject or proceeds thereof and to give an effectual discharge therefor, may sue at law thereon in his own name, in the same way as the party might to whom such debt was originally owing or to whom the right of action originally accrued, but in any such action the defendant may set up any defence which would avail as between the original parties.

A true copy of Ordinance passed by the Lieutenant-Governor and Council of the North-West Territories, on the 22nd day of March, A. D. 1877, which I certify.

(Signed) A. E. FORGET,
C. C., N.W.T.

